AGREEMENT

Between

BROWARD COUNTY

and

CARTAYA AND ASSOCIATES ARCHITECTS, P.A.

for

PROFESSIONAL CONSULTANT SERVICES FOR FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT, BUILDING PROJECTS

AGREEMENT NO.: Z1224902P1
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AGREEMENT BETWEEN BROWARD COUNTY AND CARTAYA AND ASSOCIATES ARCHITECTS, P.A. FOR PROFESSIONAL CONSULTANT SERVICES FOR FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT, BUILDING PROJECTS
RFP # Z1224902P1

This is an Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Cartaya and Associates, Architects, P.A., a Florida corporation authorized to transact business in the State of Florida ("Consultant") (collectively referred to as the "Parties").

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

1.1 Airport means the Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO), located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.

1.2 Aviation Department or BCAD means the Broward County Aviation Department (BCAD), or any successor agency.

1.3 Board or Commission means the Board of County Commissioners of Broward County, Florida.

1.4 Contract Administrator means the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator.

1.5 County Administrator means the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.6 County Attorney means the chief legal counsel for County appointed by the Board.

1.7 County Business Enterprise ("CBE") means a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program.
and must be certified by Broward County's Office of Economic and Small Business Development.

1.8 **Disadvantaged Business Enterprise ("DBE")** means as defined in Title 49 CFR Part 26 or other applicable federal law in connection with a contract which is funded in whole or in part from federal governmental sources as specified in Title 49 CFR Part 26 Sec. 26.3.

1.9 **Lump Sum** means when the method of compensation is that of "Lump Sum," such phrase means that Consultant shall perform or cause to be performed the described services for total compensation in the stated amount.

1.10 **Master Plan Update** means the then current Master Plan Update for the Airport, as it may be amended from time to time.

1.11 **Maximum Amount Not-To-Exceed** means when the method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount," such phrase means that Consultant shall perform or cause to be performed all services during the period set forth for total compensation based on actual hours and costs incurred, in the amount of, or less than, the stated amount.

1.12 **Notice To Proceed** means a written notice to proceed, authorizing the Consultant to commence work under this Agreement, or to proceed with a subsequent phase or task of work under this Agreement. The written Notice to Proceed that authorizes the Consultant to commence work under this Agreement shall be issued by the Contract Administrator. The written Notice(s) to Proceed for subsequent phases or tasks of the Project shall be issued by the Contractor Administrator.

1.13 **Project** consists of the services described in Article 3, and in applicable exhibits to this Agreement.

1.14 **Scope of Services** means the work and services described in Article 3, and on Exhibit A and other applicable exhibits hereto, or in a Work Authorization, as applicable.

1.15 **Subconsultant** means a firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the Consultant for all or any portion of the advertised work.

1.16 **Work Authorization** means a written order issued by the Contract Administrator directing Consultant to perform services and detailing the terms of payment and scope of work.
ARTICLE 2. PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 County has budgeted funds for the Project. The Project is funded with COUNTY funds. It is anticipated that the Project may be eligible for federal grant funds, State of Florida grant funds, or Passenger Facility Charges ("PFC's").

2.2 Award of this Agreement does not guarantee work will be authorized. A failure by the County to authorize work under this Agreement or to issue a Notice to Proceed shall not be deemed a breach of this Agreement.

2.3 Negotiations pertaining to the services to be performed by Consultant were undertaken between Consultant and members of County staff, and this Agreement incorporates the results of such negotiations.

2.4 County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

2.5 If the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes, as it may be amended.

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services shall consist of the tasks and phases set forth in Exhibit A, which will be authorized by Work Authorizations, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable, for the Project. Consultant shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding
with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant’s sole risk.

3.3 County and Consultant acknowledge that Exhibit A and any Work Authorizations issued hereunder are for services related to the Project. The County may elect to negotiate for additional services needed for the Project that are beyond those described in Exhibit A. The County may procure said additional services from another vendor or consultant or the County may negotiate with the Consultant for additional scopes of services, compensation, time of performance and other related matters at County’s sole option. County shall have the right at any time to immediately terminate any negotiations with Consultant for additional services at no cost to County and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate the County to procure additional services from Consultant. In addition, the County shall have the right, at its sole and exclusive discretion, to terminate any one or more tasks or phases of service described in Exhibit A, or in this Agreement, from this Agreement, and to procure services from another source. In such event: (i) Consultant shall be paid for services performed through the date of termination, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement and Consultant shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement.

3.4 Codes/Regulations. Consultant, as it relates to the services required to be performed under this Agreement, represents and acknowledges to the County that it and its subconsultants are knowledgeable as to any and all codes, rules and regulations applicable in the jurisdictions in which the Project is located and the funding sources for the Project, including without limitation, County and local ordinances and codes, Florida laws, rules, regulations and grant requirements, and Federal laws, rules, regulations, advisory circulars and grant requirements, including without limitation, PFC requirements, requirements of the Americans with Disabilities Act, and requirements of the Federal Aviation Administration ("FAA"), and the Federal Transportation Security Administration ("TSA") and the Florida Department of Transportation ("FDOT"). In the performance of services under this Agreement, the Consultant and its subconsultants shall comply with all such laws, codes, rules, regulations, advisory circulars and requirements now in effect and as may be amended or adopted at any time during the term of this Agreement, and shall further take into account in the performance of its services hereunder, all known or publicly announced pending changes to the foregoing. The Consultant and its subconsultants shall provide any and all certifications to the County as to compliance with such laws, codes, rules, regulations, advisory circulars and requirements, as may be required by any governmental body, including FAA, TSA, FDOT and County agencies, or as may be requested by the Aviation Department. The Consultant shall insert all required FAA, TSA and FDOT provisions in its subconsultant agreements for the Project. Consultant shall
review all documents for conflicts between the rules, regulations and codes and provide a summary report of any conflicts and recommend a solution for review and approval by the Contract Administrator. The Consultant will incorporate the provisions of this Section without modification into all agreements with its subconsultants.

3.5 **Licensing.** Consultant represents that it and its subconsultants are experienced and fully qualified to perform the services contemplated by this Agreement, and that it and its subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform such services.

3.6 **Knowledge and Skills.** Consultant represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services to County's satisfaction for the agreed compensation.

3.6.1 Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and professional manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and professional manner.

3.6.2 The quality of Consultant's and its subconsultants' performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

3.6.3 Nothing in this Agreement shall relieve the Consultant of its prime and sole responsibility for the performance of the work under this Agreement. In addition to all other rights and remedies that County may have under this Agreement, Contract Administrator may require the Consultant to correct any deficiencies which result from Consultant's failure to perform in accordance with the above standards.

3.7 In order to avoid a duplication of effort or expense, Consultant agrees to utilize any County-provided information, including but not limited to, plans, specifications, information, data, reports or analyses that may be prepared or generated by other consultants retained by the County that may be required in connection with Consultant's services hereunder, subject to Consultant's independent review and revalidation, if necessary. In addition, County may provide any plans, specifications or any information, obtained or prepared by Consultant, including, but not limited to data, reports or analyses to other consultants retained by the County or to any other party. Consultant shall perform due diligence in connection with the use of such information.

3.8 The County shall have the right, at any time and in its sole discretion, to submit for review to other consultants engaged by the County any or all parts of the work performed by the Consultant, and the Consultant shall cooperate fully in such review.
3.9 **Work Authorizations.** All services identified in Exhibit A and any Optional Services to be performed under this Agreement shall be authorized through the issuance of Work Authorizations. The issuance of a Work Authorization by the Contract Administrator in substantially the form of Exhibit E shall be required before services may begin. Such services may be authorized by the Contract Administrator, in his or her sole discretion, subject to the Maximum-Not-To-Exceed or Lump Sum amounts established for each item (as may be increased pursuant to the provisions hereof) and the maximum amount set forth in the Work Authorization.

3.9.1 Before any service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written proposal for all charges expected to be incurred for such service, which proposal shall be reviewed by the Contract Administrator.

3.9.2 All Work Authorizations shall contain, at a minimum, the following information and requirements:

3.9.2.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Consultant), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

3.9.2.2 A budget establishing the amount of compensation, which amount shall constitute a maximum and shall not be exceeded unless prior written approval of Contract Administrator is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.9.2.2.a Salary costs in effect at the time of negotiation for each Work Authorization shall remain in effect throughout the life of the Work Authorization, regardless of authorized Consumer Price Index (CPI) increases at the time of any amendment or Consultant's annual salary increases.

3.9.2.2.b With respect to any Maximum Not-To-Exceed service item, if additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an amendment to the Work Authorization signed by the Contract Administrator and the Consultant, so long as the maximum amount established pursuant to this Agreement for such item is not exceeded. In the event the County does not approve an increase in the amount, and the need for such action is not the fault of the Consultant, the authorization shall be terminated and Consultant shall be paid in full for
all work completed to that point, but, in no case, shall the Maximum-Not-To-Exceed amount be exceeded.

3.9.2.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to this Agreement.

3.9.2.4 Any other additional instructions or provisions relating to the work authorized pursuant to this Agreement.

3.9.2.5 Work Authorizations shall be dated, serially numbered, and signed.

3.9.3 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required however to complete all services under open Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. Pursuant to the Administrative Code, Section 21.31.g., a Work Authorization shall not extend a contract beyond the contract term without the approval of the Board.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES FOR DELAY

4.1 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three (3) years from that date ("Initial Term"). At its option, the County may renew this Agreement for two (2) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant.

4.2 Consultant shall perform the services described in Exhibit A, as and when authorized by Work Authorizations, within the time periods specified in the Project Schedule included in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services. If applicable, the Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the relevant Project, unless terminated earlier.

4.3 Time of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

4.4 Prior to beginning the performance of any services and any subsequent phases under this Agreement, Consultant must receive a Work Authorization and Notice to Proceed. Prior to granting approval for Consultant to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables/documents identified in Exhibit A for the Contract Administrator's review. The Consultant acknowledges and agrees that (1) the Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the
scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the Consultant acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The parties acknowledge that, due to the nature and complexity of the Project, the Project schedule may require revision based upon subsequent circumstances. Therefore, the Project schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the Project schedule or not.

4.5 In the event Consultant is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.6 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County or if Contractor is granted an extension of time beyond said substantial completion date, and Consultant's services are extended beyond the substantial completion date, through no fault of Consultant, Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.

4.7 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.11, Indemnification of County.

4.8 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required however to complete all services under open Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization, as amended.
4.9 In the event CONSULTANT fails to complete the phases and tasks of services identified in Exhibit A or identify in any Work Authorization, on or before the applicable Time for Performance, COUNTY shall deduct from monies otherwise due to the CONSULTANT or CONSULTANT shall pay to COUNTY the sum of dollars as established in each Work Authorization, for each calendar day after the specified Time for Performance, plus approved time extensions thereof, until completion of the phase or task or Work Authorization, as applicable.

These amounts are not penalties but are liquidated damages to COUNTY for Consultant's inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases or tasks within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.11, INDEMNIFICATION OF COUNTY.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

Absent amendment, the total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT may not exceed Six Million Six Hundred Fifty Thousand Dollars ($6,650,000) for labor and Three Hundred Fifty Thousand Dollars ($350,000) for reimbursables, for a total maximum not to exceed Agreement amount of Seven Million Dollars ($7,000,000).

The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed as approved in the Work Authorization. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

For any phase or task that is identified as a Maximum Amount Not-To-Exceed, the Contract Administrator may transfer funds to any other phase or task. Notwithstanding, the receiving item may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.
5.1.2 **Lump Sum Compensation.** Compensation to Consultant for the performance of all Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum as approved in the Work Authorization.

5.1.3 **Optional Services.** **NOT APPLICABLE**

5.1.4 **Reimbursable Expenses.** County has established a maximum amount not-to-exceed of $350,000 for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

5.1.5 **Salary Rate.** The maximum hourly rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2. County shall not pay Consultant any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6. If, for services designated as payable on a Maximum Amount Not-To-Exceed basis, Consultant has "lump sum" agreements with any subconsultant(s), then Consultant shall bill all "lump sum" subconsultant fees with no "markup." Likewise, Consultant shall bill, with no mark-up, all maximum not to exceed subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

5.1.6 **Phased Payments.** Payments for Basic Services shall be paid out pursuant to the project phasing specified in Exhibit "A". The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase task or service.

5.1.7 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.

5.2 **SALARY COSTS.** The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and, 3) an operating profit margin, as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after Consultant's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available, provided
however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 Consultant shall require all of its subconsultants to comply with the requirements of Section 5.2. Subconsultants may be exempted from the FAR audit requirements of Section 5.2 upon application to, and written approval by, the County Auditor.

5.2.2 Salary Costs for Consultant and subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for the Consultant or any subconsultant, the Consultant shall reimburse the County based upon the actual costs determined by the audit.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the Consultant's "home office" rates. Should it become appropriate during the course of the agreement that a "field office" rate be applied, then it is incumbent upon the Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and invoice the County accordingly.

5.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall Consultant be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B, adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.2.5 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the Second anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly Index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI Indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series 10 CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the Consultant.
5.3 **REIMBURSABLES.** For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable subconsultant expenses are limited as described herein when the subconsultant agreement provides for reimbursable expenses.

5.4 **METHOD OF BILLING**

5.4.1 When requesting payment, CONSULTANT shall submit the following forms completely and properly filled-out: Application and Certificate of Payment Exhibit G; Prime Consultant Payment Request - Schedules of Values, Exhibit H; Subconsultant Payment Requests - Schedule of Values, Exhibit I; Travel Authorization Request Form; Exhibit J; Weekly Timesheets, Exhibit K; copy of Notice to Proceed, copy of Purchase Order, and the CBE Performance Report, Exhibit C-3. Pay requests shall be made once a month, in a timely manner, for all services provided pursuant to the Schedule of Values and Hourly Rates attached hereto as Exhibit B. Requests for payment shall be submitted only after the service has been completed and acceptable deliverables, as determined by COUNTY, are provided. Requests shall indicate the nature of the services performed and the unit prices, hourly rates or both and total hours of services performed. Billings based on hourly rates shall be supported by timesheets signed by the employees. Weekly Timesheet, Exhibit K, shall be submitted with each request. The timesheets shall indicate the nature of the services or task, number of hours worked and meal breaks. Meal breaks and travel time to and from the jobsite are not billable. Billings shall also indicate the amount of CBE participation for the billing period. Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the services and contain a project or item number and project title which clearly indicates the services are identifiable to the Notice to proceed. COUNTY will not accept subsequent additions or modifications to the language identifying the project on the invoice or receipt by the CONSULTANT.

5.4.2 The CONSULTANT shall submit monthly pay requests in a format designated by CA and approved by the appropriate COUNTY offices. Exhibits, Weekly Timesheets, Certificate of Payment, Schedule of Values, and Monthly Reports, may be required to include a submittal of an electronic copy using software specified by the CA and as approved by the appropriate COUNTY offices, as well as the number of hard copies required by the CA. If required by the CA, all costs must be classified and sorted based on the work breakdown structure (WBS) [i.e., cost accounting] provided by the CA. When requested, CONSULTANT shall provide detailed backup for past and current pay requests that record actual hours, unit prices, Salary Costs and expense costs on an item basis and by employee category so that total hours and costs by item may be verified. These records must be made available to the CA upon request. For each pay
request, the CONSULTANT shall submit an original pay request and at least two copies (with all back-up) to the CA. When requested, CONSULTANT shall submit certified payroll records for past and current pay requests.

5.4.3 Billings shall also indicate the cumulative amount of CBE participation for the period covered by the billing as well as the cumulative amount to date. CONSULTANT shall also submit with each invoice a Certification of Payments to Subconsultants and Suppliers, using the form attached as Exhibit C-2 for all subconsultants, including CBE and non-CBE. The certification shall be accompanied by a copy of the notification sent to each subconsultant and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the CONSULTANT shall submit with each pay request Exhibit C-3, "MONTHLY CBE Utilization Report."; However, if not invoicing monthly, the Utilization Report must be submitted monthly to the Office of Economic and Small Business Development, 115 South Andrews Avenue, Room A680, with copy to Project Manager; and shall submit with the final pay requests, Exhibit C-4, "FINAL CBE Utilization Report," listing only those subconsultants certified as CBE's to show expenditures made to date to achieve compliance with the assigned goals.

5.4.4 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1, Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE/DBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.5 For Lump Sum Compensation under Section 5.1.2, Consultant shall submit billings which are identified by the specific project number on a monthly basis in a
timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE/DBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 **METHOD OF PAYMENT**

5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper statement, as defined by County's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase.

5.5.2 Upon Consultant's satisfactory completion of any task or phase of the Project or within a Work Authorization, and after the Contract Administrator's review and approval, and following receipt of all applicable deliverables, County shall remit to Consultant the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be entitled to payment of any pay application unless the Contract Administrator is satisfied that the pay application reflects a level of effort and stage of completion of the respective deliverables that is in accordance with the schedules previously agreed to by the Consultant and the Contract Administrator, as set forth in Exhibit A, or in a Work Authorization.

5.5.4 Payment will be made to Consultant at:

Cartaya and Associates Architects, P.A.
2400 E Commercial Blvd, Suite 201
Fort Lauderdale, FL 33308

5.5.5 Except as otherwise provided in Article 9, Consultant shall pay its subconsultants, subcontractors, and suppliers within fifteen (15) calendar days following receipt of payment from the County for such work or supplies. Consultant agrees that if it
withholds retainage from its subconsultants, subcontractors, or suppliers, that it will release such retainage and pay same within fifteen (15) calendar days following receipt of retained amounts from County.

5.5.6 Consultant agrees that nonpayment of any of its subconsultants or suppliers as required by this Article shall be a material breach of this Agreement and that County may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such subconsultants or suppliers. Consultant agrees that the presence of a "pay when paid" provision in a subconsultant contract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its subconsultant or supplier.

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment executed by the parties hereto, with the same formality and equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any additional services.

6.2 Costs of additional services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable, as provided in Article 5. Additional services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to County's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 Consultant may, at Contract Administrator's discretion, be authorized to perform the Optional Services. Any Optional Services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this Article. Prior to issuing a Work Authorization, the Contract Administrator must provide the County Attorney's Office with the written description of the work to be undertaken as required by Section 6.4 and obtain a written concurrence from the County Attorney's Office that the work proposed to be performed pursuant to the Work Authorization...
Authorization is within the scope of services of this Agreement. Before any Optional Service is commenced, Consultant shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service.

6.4.1 For Optional Services not already within the scope of Section 5.1.3, Work Authorizations shall be required as follows:

6.4.1.1 Any Optional Services Work Authorization that will cost County less than Thirty Thousand Dollars ($30,000.00) may be signed by Contract Administrator and Consultant.

6.4.1.2 Any Optional Services Work Authorization that will cost County at least Thirty Thousand Dollars ($30,000.00) but not more than $100,000.00 may be signed by County's Purchasing Director, and Consultant.

6.4.1.3 Any Work Authorization above the County's Purchasing Director's authority must be approved by the Board.

6.5 As provided in Article 9, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in modified work and shall report such efforts to the Broward County Office of Economic and Small Business Development (OESBD).

ARTICLE 7. COUNTY’S RESPONSIBILITIES

7.1 Consultant may review public records relevant to the Scope of Work and request to review other information pertinent to the Project. County, in making information and documents available to the Consultant, does not certify the accuracy or completeness of such data. Any conclusions or assumptions drawn thereof by Consultant shall be the sole responsibility of the Consultant and subject to verification by Consultant.

7.2 Consultant shall arrange for access to, and make all provisions to enter upon public and private property as required for Consultant to perform its services.

ARTICLE 8. INSURANCE

8.1 Consultant at its sole cost, shall maintain at all times during the term of this Agreement (unless a different time period is otherwise stated herein), the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be afforded on a form
Consultant shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

8.2.1 Prior to the entrance into the airside area of the Airport by Consultant, its subconsultants and/or their employees, the limit of liability for automobile and commercial or comprehensive general liability insurance will be increased to $5,000,000.00 each occurrence bodily injury and property damage combined single limit.

8.3 Consultant shall provide to County proof of insurance in form of Certificates of Insurance and endorsements evidencing all insurance required by this Article within fifteen (15) days of notification of award. County reserves the right to obtain a certified copy of any policies required by this Article upon request. Coverage is not to cease and is to remain in force until final acceptant by County. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.

8.4 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

8.5 If Consultant uses a subconsultant, Consultant shall require subconsultant to name "Broward County" as an additional insured on any Commercial General liability and the Business Automobile Liability policies.

ARTICLE 9. EEO AND CBE COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall comply with all applicable requirements of the County’s CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by Consultant to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or
to exercise any other remedy provided under this Agreement, Broward County Code of
Ordinances, Broward County Administrative Code, or under other applicable law, all such
remedies being cumulative

9.2 Consultant acknowledges that the Board, acting through the OESBD, may make minor
administrative modifications to the CBE Program which shall become applicable to this
Agreement if the administrative modifications are not unreasonable. Written notice of any
such modification shall be provided to Consultant and shall include a deadline for Consultant to
notify County if Consultant concludes that the modification exceeds the authority of this
section of this Agreement. Failure of Consultant to timely notify County of its conclusion that
the modification exceeds such authority shall be deemed acceptance of the modification by
Consultant.

County may add or increase the required participation of CBE firms under this Agreement in
connection with any amendment, extension, modification, or change order to this Agreement
that, by itself or aggregated with previous amendments, extensions, modifications, or change
orders, increases the initial Agreement price by ten percent (10%) or more. Consultant shall
make a good faith effort to include CBE firms in work resulting from any such amendment,
extension, modification, or change order and shall report such efforts, along with evidence
thereof, to the OESBD.

9.3 Consultant will meet the following CBE participation goal by utilizing the CBE firms for
the following percentage of Services under this Agreement:

| CBE participation goal | 50% |

Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be
certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not
able to perform or if Consultant believes the CBE firm should be replaced for any other reason,
so that the OESBD may review and verify the good faith efforts of Consultant to substitute the
CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including
cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE
firm in order to maintain the level of CBE participation required herein, unless otherwise
provided herein or agreed in writing by the parties. Such substitution shall not be required in
the event the termination results from County modifying the scope of Services and there is no
available CBE to perform the new Scope of Services, in which event Consultant shall notify
County and the OESBD may adjust the CBE participation goal by written notice to Consultant.
Consultant may not terminate for convenience a CBE firm without County's prior written
consent, which consent shall not be unreasonably withheld.

9.4 In performing the services for this Project, the Parties hereby incorporate the list of
Consultant's participating CBE firms, addresses, scope of work, and the percentage of work
amounts identified on each Letter of Intent into this Agreement (Exhibit C-1). Promptly upon
execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 8. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

9.6 In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and the Consultant.

9.7 The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

9.8 By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Consultant all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 10. MISCELLANEOUS

10.1 Ownership Of Documents

10.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to County within fifteen (15) days of the receipt of the written request from the Contract Administrator or written notice of termination.

10.1.2 If any funding for this Agreement is provided by the Federal Aviation Administration (FAA) or any other federal agency, then all rights to inventions and
materials generated under this contract are subject to regulations issued by the FAA or any such other federal agency, and the sponsor of any grant under which this contract is executed. Information regarding these rights is available from the FAA and the sponsor.

10.1.3 Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant and its subconsultants, the costs of which have been reimbursed to the Consultant as a direct cost, shall be turned over to the County at completion or earlier termination of this Agreement, or disposed of as directed by the Contract Administrator, and the proceeds of any such disposal shall be credited to, or paid to, the County.

10.1.4 County may withhold any payments then due to Consultant until Consultant complies with the provisions of this Section.

10.2 Termination

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party, if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement and any Work Authorization issued hereunder, or any part thereof, may also be terminated for convenience by County. Termination for convenience by County shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or the County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the Consultant provides a false certification submitted
pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by County:

10.2.2.1 Upon the disqualification of Consultant as a CBE/DBE by County's Director of the Office of Economic and Small Business Development if Consultant's status as a CBE/DBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Consultant;

10.2.2.2 Upon the disqualification of Consultant by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE/DBE contractual obligations;

10.2.2.3 Upon the disqualification of one or more of Consultant's CBE/DBE participants by County's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE/DBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Consultant or such participant;

10.2.2.4 Upon the disqualification of one or more of Consultant's CBE/DBE participants by County's Director of the Office of Economic and Small Business Development if such CBE/DBE participant attempted to meet its CBE/DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If Consultant is determined by County's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE/DBE status of its disqualified CBE/DBE participant.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" Section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" Section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby
acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

10.3 **Suspension.** County shall have the right to suspend the work and services of Consultant. The suspension will be by written notice to Consultant from the Contract Administrator. Consultant shall, upon receipt of written notice from the Contract Administrator, remove all equipment and personnel from the work area, or as otherwise directed in the written notice. Consultant will return to the work and continue the performance services under this Agreement upon receipt of a written Notice to Proceed from the Contract Administrator.

10.4 **Public Records.** County is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Consultant and its subconsultants and subcontractors shall:

10.4.1 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

10.4.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.4.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.4.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Section 10.2.

10.5 **Audit Rights, And Retention Of Records.** Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of the Agreement (or longer if required by law). County may, without limitation, verify information,
payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to the Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Consultant.

10.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement.
10.7 **No Contingent Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, or to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.8 **Subconsultants**

10.8.1 Consultant shall utilize the subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by Consultant. Where Consultant's failure to use subconsultant results in Consultant's noncompliance with CBE/DBE participation goals, such failure shall entitle the affected CBE/DBE firm to damages available under this Agreement and under local and State law. The list of subconsultants is provided on Exhibit C.

10.8.2 Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's subconsultants. Broward County Risk Management Division, after taking into consideration the services to be provided by each of its subconsultants, will determine coverage necessary to protect the County's interests. Consultant shall require the proper licensing of each of its subconsultants and shall provide the insurance coverages as finally determined in the sole discretion of the Risk Management Division.

10.8.3 If any of the services outlined in this Agreement are furnished by Consultant by obtaining the services of subconsultants, Consultant, upon request shall provide County with proposals and contracts between the subconsultants and Consultant outlining the services to be performed and the charges for same, together with any other documentation required by County.

10.9 **Assignment And Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the Board. Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.8. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance of this Agreement or any right or interest herein by Consultant without County's written consent.
10.10 Representative Of County And Consultant. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon Consultant's request, shall advise Consultant in writing of one (1) or more County employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Project shall be addressed.

10.11 Indemnification Of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

10.12 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.13 No Conflicts

10.13.1 The employees and officers of Consultant, its subconsultants, and the subsidiaries of Consultant and its subconsultants shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.13.2 Consultant, its subconsultants, and the subsidiaries, officers, and personnel of Consultant and its subconsultants shall not acquire any interest in any parcel of land or improvement thereon located within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update.
10.13.3 Consultant, its subconsultants, and the subsidiaries, officers and personnel of Consultant and its subconsultants shall not perform consulting work or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update. At least ten (10) calendar days prior to undertaking any such work, the Consultant shall provide the Contract Administrator with a written description of the contemplated work and the Contract Administrator shall promptly advise as to whether such work would be detrimental to the Project or in conflict therewith.

10.13.4 Consultant, its subconsultants, and the subsidiaries, officers, and personnel of Consultant and its subconsultants shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

10.13.5 Consultant agrees to require its subconsultants, by written contract, to comply with the provisions of this Section.

10.14 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.15 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. The parties designate the following as the respective places for giving of notice:

FOR COUNTY:
Broward County Aviation Department
Director, Contract Administrator
Capital Improvement Projects
2200 SW 45 Street, Suite 101
Dania Beach, FL 33312
10.16 **Truth-In-Negotiation Certificate.** Consultant's compensation under this Agreement is based upon representations supplied to County by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.17 **Interpretation.** The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.18 **Consultant's Staff.** Consultant will provide the key and core staff identified on Exhibit B-1 for the Project as long as said key and core staff are in Consultant's employment. Prior to changing any key staff set forth on Exhibit B-1, Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating the qualifications of any proposed key staff. The key employees will not be changed, removed, or replaced by the Consultant without the prior written approval of the Contract Administrator. The Consultant must provide written notice to the Contract Administrator of core staff changes, and provide the qualifications of any substituted core staff prior to any said substituted staff performing services on the Project. If Contract Administrator desires to request removal of any of Consultant's staff, the Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

10.19 **Drug-Free Workplace.** It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Consultant shall serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.
10.20 **Independent Contractor; No Joint Relationship.** Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County.

10.21 **Third Party Beneficiaries.** Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.22 **Incorporation By Reference.** The referenced Exhibits and Attachments are incorporated into and made a part of this Agreement.

10.23 **Materiality And Waiver Of Breach.** County and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.24 **Compliance With Laws.** Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.25 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.26 **Priority Of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.27 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than another.
10.28 **Payable Interest**

10.28.1 **Payment of Interest.** Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by County when claimed to be due shall not be subject to interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. All requirements inconsistent with this provision are hereby waived by Consultant.

10.28.2 **Rate of Interest.** In any instance where the prohibition or limitations of the preceding subsection are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.29 **Law, Jurisdiction, Venue, Waiver Of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.30 **Re-Use Of Project.** County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, reports, studies, analyses, surveys, or other documents and services as described herein and in Exhibit A, Scope of Services or a Work Authorization); and Consultant agrees to such re-use in accordance with this provision. If County elects to re-use the services, reports, studies, analyses, surveys, or other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a re-use fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for
exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location. The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

10.31 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.32 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.33 Public Art and Design. Consultant acknowledges that Section 1-88 of the Broward County Code of Ordinances, as amended, established a Public Art and Design Program ("Public Art Program"). The purpose of Public Art Program is to integrate art into capital projects and to integrate artists' design concepts into the overall project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art Program administered by the Broward County Cultural Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

Consultant shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of the Project for the purpose of properly incorporating the artist’s design(s) into the design of the Project. Consultant shall notify the artist(s), in writing, of all design meetings and shall provide the artist(s) with a schedule of milestone dates. Consultant may be requested to provide work space for the artist(s) during the preliminary design and design phases. The artist’s design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan.

Consultant’s compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this Section whether or not the compensation is specifically designated or identified.

Consultant shall ensure that subconsultants, if any, will be made aware of Broward County's Public Art Program and the possible requirement of working with the artist(s).

In addition to the foregoing, Consultant shall, prior to authorizing the incorporation of any of the artist(s)' artwork into the Project, obtain a waiver signed by the artist(s) from the Broward County Cultural Affairs Division, which waiver provides that the artist(s) agrees to allow the artwork to be relocated, if necessary, in the future.
10.34 Domestic Partnership Requirement. Consultant certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157, Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of Consultant to comply shall be a material breach of the Agreement, entitling County to pursue any and all remedies provided under applicable law, including, but not limited to (1) retaining all monies due or to become due Consultant until Consultant complies; (2) termination of the Agreement; and (3) suspension or debarment of Consultant from doing business with County.

10.35 Workforce Investment Program. NOT APPLICABLE

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 2nd day of June, 2015, and Consultant, signing by and through its authorized representative, duly authorized to execute same.

COUNTY ADMINISTRATOR ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners

Bertha Henry

Date

COUNTY MAYOR or VICE-MAYOR:

Mayor or Vice-Mayor

Date

Tim Ryan  Martin David Kiar

COUNTY RISK MANAGER:

Approved as to surety company qualifications, insurance requirements and insurance documentation.

Tracy Meyer, Esq.

Date

COUNTY ATTORNEY:

Approved as to form by

Armstrong Coffey

Broward County Attorney

Aviation Office

2200 SW 45th Street, Suite 101

Dania Beach, Florida 33312

Telephone: (954) 359-6100

Teletype: (954) 359-1292

Assistant County Attorney

Alexander J. Williams, Jr., Esq.

Date

CORPORATE SECRETARY ATTEST:

(Affix Corporate Seal or 2 Witnesses below)

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Print Name

Witness | Date
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|         |      |

Print Name

Name of Consultant

Signature

Consultant:

Print Name and Title of Signer

11 Day of MAY, 2015
EXHIBIT A
SCOPE OF WORK

1.01 Project Description and Program

1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of new facilities. As such, it is not all inclusive and COUNTY does not represent that it is a complete inventory of the professional services necessary to achieve COUNTY's goals for the new facility. The following paragraphs represent COUNTY's minimum level of performance but do not limit the professional services that may be required during any project phase described herein.

1.01.02 Project Description

1. (A) CONSULTANT shall provide professional architectural/engineering services for new building construction and modifications, alterations and improvements to existing buildings, structures, offices and accessory buildings that are landside and airside at the Fort Lauderdale-Hollywood International Airport and North Perry Airport (collectively, the “Airport”). The entire scope of services will be related to Exhibit A, Scope of Work as authorized by a Work Authorization and a Notice to Proceed.

1.01.03 Preliminary Architectural Program

The Architectural Program option checked below is applicable to Basic Services under this Agreement:

☐ A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 4, Architectural Program.

☐ A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT under Programming Option 1 of Predesign Services as further described below.

☐ An architectural program is attached to this document as Attachment 4, Architectural Program. Requirements for CONSULTANT's use and modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.

☐ The ☐ Preliminary ☐ Final architectural program for this project will be provided by the Contract Administrator with the Consultant's Notice to Proceed. CONSULTANT's use of this program is described within Exhibit "A," Scope of Work of the Professional Services Agreement for this project.

☒ To be determined as per Work Authorization per project, if required.
2.01 Basic Services

2.01.01 The services listed below, in addition to those specified by CONSULTANT's agreement with COUNTY, are related to the specific project or other professional services as necessary to meet the needs of Broward County.

2.01.02 The listed services below shall not limit those activities or services that may be requested by the Contract Administrator.

3.01 Basic Services By Project Phase

3.01.01 CONSULTANT agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the project schedule per each Work Authorization (Attachment 3, Project Schedule, as attached to this Exhibit A), (C) complete those services that will deliver a facility (or facilities) within COUNTY's established budget for the project per each Work Authorization (Attachment 1, as attached to this Exhibit A) and (D) Participate in the Contract Administrator's programs of Value Engineering and Constructability Reviews throughout Phases I (Schematic Design), Phase II (Design Development) and Phase III (Contract Documents).

3.01.02 CONSULTANT shall schedule and attend a bi-weekly project review and coordination meetings with representatives of the Contract Administrator throughout the Predesign Phase and Phases I through IV of the Project. At each of these meetings, CONSULTANT and Contract Administrator shall review the Project's budget, schedule, and scope along with CONSULTANT's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. CONSULTANT shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Contract Administrator's review. CONSULTANT shall not be entitled to claims for delays to the Project Schedule due to CONSULTANT's provision of such documents.

3.01.03 CONSULTANT and representatives of each subconsulting firm shall attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's phases. The Design Phase Kick-Off meeting will provide a forum for the entire project team to review project goals, continuing project issues, and review performance expectations for the respective phase of the project. The Design Phase Debriefing Meeting will provide a forum in which the entire project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

3.01.04 CONSULTANT and its interior designer and/or interior architect shall attend periodic furnishings and equipment coordination meetings as scheduled by the Contract Administrator during the Predesign, Schematic, Design Development and Construction Documents Phases of the Project. These meetings will be scheduled
to address and coordinate the layout, selection, specification and documentation of furniture and equipment items for the project. Members of COUNTY's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

3.01.05 CONSULTANT, the Contract Administrator and the artist(s) selected by COUNTY shall attend periodic coordination meetings throughout the project as scheduled by the Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.

3.01.06 CONSULTANT's services shall conform to Contract Administrator's specifications (as they may be made available to CONSULTANT), including but not limited to, Contract Administrator's Design and Materials Standards Manuals, and Contract Administrator's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern and CONSULTANT shall remain, as the Architect or Engineer of Record, responsible for the content and accuracy of CONSULTANT's documents generated for this project.

3.01.07 CONSULTANT shall keep Contract Administrator informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.

3.01.08 CONSULTANT shall cooperate with Contract Administrator by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Contract Administrator, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, CONSULTANT shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.01.09 CONSULTANT shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by CONSULTANT in writing for the consideration of the Contract Administrator.

3.01.10 Documents, electronic media and other materials submitted to Contract Administrator by CONSULTANT shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
3.01.11 CONSULTANT shall make complete document submittals at the various phases listed below. Incomplete or partial submittals may be requested in advance through the Contract Administrator and may be allowed only when CONSULTANT has received advance approval in writing by the Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to CONSULTANT unreviewed and unaccepted by the Contract Administrator and subject to any liquidated damages applicable as provided for elsewhere in this Agreement.

3.01.12 The CONSULTANT shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-Certified Building and Site Development in all Project Phases as part of Basic Services. Professional services required for the achievement of any level of LEED certification through the USGBC as may be elected by the Contract Administrator for the Project will be provided under Basic Services.

3.01.13 County will provide Consultant and each of its subconsultants access and log in credentials to Prolog®. Consultant and each of its subconsultants shall enter all projects into Prolog® then as directed by the Contract Administrator to manage all design and construction data utilizing Prolog®.

3.02 Predesign Phase:

The following Site Identification and Acquisition Services as described below in Article 3.02.01 Are Are Not a part of this Agreement’s Basic Services.

3.02.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the scope of Predesign Services (Site Acquisition and Programming related services) required for the Project; which shall include:

(A) Establishing a listing of Contract Administrator, Using Agency and other representatives who will be providing information or feedback to CONSULTANT during the programming process. Include in this listing the Representative’s name, title, organization, address, phone, fax and e-mail address. CONSULTANT shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making in COUNTY’s project and functional organizations for use in later decision making during the programming process and subsequent design phases.

(C) Determining whether the Contract Administrator will provide a partial program for tenant occupied spaces and obtaining such program(s) for CONSULTANT’s use and integration into a single programming document for the entire project.
(D) Obtaining and mobilizing any facilities consultant(s) or other specialists to provide technical or functional information necessary to develop the programming documents.

(E) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.

(F) Obtaining, verifying and further developing the Contract Administrator's preliminary list of building functions and spaces.

(G) Obtaining, verifying and further developing the Contract Administrator's preliminary list of equipment and furnishings including any special equipment, special furnishings or equipment/furnishings that require custom fabrication or unique installation.

(H) Obtaining, verifying and further developing the Contract Administrator's preliminary list of "County supplied materials" (including furniture and equipment items), construction or related work to be performed by COUNTY, and any salvage items projected to be retained by COUNTY.

(I) Obtaining, verifying and further developing the Contract Administrator's building construction and operating cost estimates.

(J) Obtaining COUNTY's applicable space standards for use on subsequent programming tasks.

(K) Obtaining COUNTY's projected staffing (by position description, title and grade) for use in determining functional space allocations based upon staff assignments and related COUNTY space standards where applicable.

The following Site Identification and Acquisition Services as described below in Article 3.02.02 Are Not a part of this Agreement's Basic Services.

3.02.02 Site Identification and Acquisition Services: CONSULTANT shall assist in the Contract Administrator's identification and acquisition of a project site for the facilities and improvements envisioned by COUNTY. Timely for the Contract Administrator's use in analyzing and comparing potential project sites, CONSULTANT shall provide a comparative analysis of proposed project site(s) comprised of:

(A) Documentation of all ownership and legal information including Title Deeds and Limitations or Covenants, Developer's Agreements and Legal Descriptions.

(B) Copies of Plat(s) including all Notes, access points, easements, and other site information pertinent to the Plat(s).
(C) A Site Survey in electronic and hard copy formats.

(D) Copies of executed Environmental Reports as required for the project. Include air, water, groundwater, wetlands, asbestos, PVC's and other HazMat conditions, archaeological/cultural resources, wildlife and other natural resources.

(E) Copies of Geotechnical Data related to the site: Geotechnical Report, Soil Boring Report and Soils Analysis.

(F) Documentation of vegetation characteristics of the site in the form of a Tree Survey.

(G) Documentation of on- and off-site utilities, including but not limited to:
   1) Water
   2) Sanitary Sewer
   3) Storm Drainage
   4) Power
   5) Fire Protection
   6) Telecommunications
   7) Networking
   8) TV/Satellite/Radio Transmission/Reception Systems
   9) Security and Alarm
   10) EMS

(H) Documentation of any existing structures and/or site improvements.
   1) Locations on Survey
   2) Photographic record
   3) Inventory Lists
   4) Original as-built documentation from prior/current owner, originating architect or engineer, municipal/county records, or other record source.

(I) Documentation of critical adjacencies:
   1) Neighboring Properties
   2) Key "vicinity" improvements and resources
   3) Roads and transportation network (including both vehicular and pedestrian access)
   4) Other Pending Projects in neighborhood (Public and Private)

(J) Photographic Site Documentation including:
   1) Still Photography (including site panoramas, aerial photographs, walking tour documentation)
   2) Video Photography
   3) Digital Imagery (Conversion of still and video photography to digital format plus original digital media)
   4) Photographs and written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:
      a. All above ceiling areas.
      b. Power supplies, switch gear, breaker panels, and transformers.
      c. Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
d. Roofing, waterproofing and building envelope systems.
e. Site drainage systems and water retention characteristics.
f. Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
g. Adjacent properties and those facing the project site across streets or other roadways.
h. On site structures requiring demolition or other “unauthorized” use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(K) Preliminary Municipal Research and Coordination including:
1) Preliminary Zoning Requirements
2) Site Plan Approval Process
3) Preliminary Building Code Requirements
4) Building Department Process
5) Permitting Requirements
6) Other Agency Coordination

(L) A preliminary projection of project requirements for special consultants, testing agencies, and other specialists as necessary for predesign and programming activities as well as design and construction support to include
1) Surveyors
2) Geotechnical Consultants
3) Environmental Consultants
4) Cost Estimators
5) Scheduling Consultants
6) Material Testing Laboratories
7) Security Consultant
8) Other Specialists and/or Design Professionals

(M) Documentation of the Site(s) External Restraints on Building Area, Shape and Height
1) Total lot dimensions and area.
2) Usable lot area.
3) Setback restrictions.
4) Other zoning restrictions.
5) Deed covenants, easements, and right-of-ways.
6) Existing construction.
7) Solar orientation.
8) Building shadow restrictions.
9) Required public spaces.
10) Views.
11) General Topography and Drainage Characteristics.

(N) A comparison of the respective sites under consideration by COUNTY with an inventory of positive and negative aspects of each site and a recommendation concerning the optimum site for COUNTY’s acquisition and development.
Programming Option 1

The following optional Programming Services as described below in Articles 3.02.03 through 3.02.05 ☒ Are ☐ Are Not a part of this Agreement's Basic Services.

3.02.02 CONSULTANT shall develop and submit space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; and special equipment and systems.

3.02.03 CONSULTANT shall develop and submit the program's description of occupancy needs and spatial allocation by coordinating with COUNTY Staff (including building user groups and others as necessary) and:

(A) Establishing criteria for importance of room functions and relationships.

(B) Creating a Spatial Interaction Matrix (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).

(C) Creating room by room spatial interaction diagrams showing all room relationships.

(D) Identifying numerical ratings of the importance of relationships of each room to other rooms.

(E) Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.

(F) Making bubble diagrams indicating spaces with relationships and their importance rankings.

(G) Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.

(H) Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.

(I) Determine preliminary structural, mechanical, and other engineering systems.

(J) Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.

3.02.04 CONSULTANT shall develop and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human,
vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.02.05 CONSULTANT shall develop and submit the program's description of site development criteria, building configuration, construction, and material standards by:

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:
   1) Mechanical services.
   2) Electrical services.
   3) Vertical transportation.
   4) Stair/smoke towers.

(H) Estimating and documenting structural spans required to-suit room spatial needs.

(I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

(J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.

(K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.

(L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.

(M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.

(N) Identifying and documenting goals for integrating public art into the project.
(End of Programming Option 1)

Programming Option 2

The following optional Programming Services as described below in Articles 3.02.02 through 3.02.05

☑ Are □ Are Not a part of this Agreement's Basic Services.

3.02.02 CONSULTANT shall provide an in-depth review and confirmation of the preliminary architectural program attached to this Scope of Services as Attachment 4. CONSULTANT's services shall culminate in CONSULTANT's submittal of a comprehensive programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the project's specific site.

3.02.03 CONSULTANT shall conduct a series of interviews, facilitated by the Contract Administrator, with the responsible using agency and other building users. Through these interviews, observations and other independent research, CONSULTANT shall verify space requirements and program goals presented in the preliminary architectural program. CONSULTANT shall refine the preliminary program to reflect the results of that verification and shall provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the project's specific site location.

3.02.04 CONSULTANT shall verify, confirm and modify (as needed) the preliminary program's description of occupancy needs and spatial allocation by coordinating with COUNTY Staff (including building user groups and others as necessary). Include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.02.05 CONSULTANT shall develop the program's project specific description of site development criteria, building configuration, construction, and material standards by:

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.
(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:
   1) Mechanical services.
   2) Electrical services.
   3) Vertical transportation.
   4) Stair/smoke towers.

(H) Estimating and documenting structural spans required to suit room spatial needs.

(I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

(J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.

(K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.

(L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.

(M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.

(N) Identifying and documenting goals for integrating public art into the project.

(End of Programming Option 2)

3.02.06 CONSULTANT shall analyze and document jurisdictional requirements related to concurrency or other regional/urban planning issues.

3.02.07 CONSULTANT shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.

3.02.08 CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services. Additionally, CONSULTANT shall:
(A) Reconcile the architectural program with COUNTY's budget.

(B) Advise the Contract Administrator if budget and program are not compatible.

3.02.09 CONSULTANT shall confer with the Contract Administrator and develop recommendations concerning the construction delivery methods (design-bid-build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.). These recommendations shall include a discussion of how the future design documentation (including schematics, design development, construction document and bidding documents) must be developed to accurately and thoroughly communicate the construction process related to each of the optional construction delivery methods. Discussion shall also include an analysis of project cost and schedule implications of selecting the respective alternative construction delivery methods.

3.02.10 Within the time frame established in Attachment 3, Project Schedule, or per Work Authorization, CONSULTANT shall submit TEN (10) copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 3, Project Schedule or per Work Authorization, CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.

3.02.11 In addition to the required hard copy documents described above, CONSULTANT shall submit the final Contract Administrator approved programming documents on electronic media conforming to the Contract Administrator's Electronic Media Submittal Requirements (See Agreement). The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrator. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.

3.02.12 CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrator review comments, and receipt of a written Notice to Proceed with the next phase.

3.02.13 CONSULTANT shall provide presentations of the project's Program to COUNTY's staff, using agencies or groups, the public and to the Broward County Board of County Commissioners as required.

3.03 PHASE I - Schematic Design:

3.03.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the Program (as appropriate to the type of project), consisting of a
detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.

3.03.02 CONSULTANT shall, prior to commencing Phase I design activities, inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Contract Administrator. Upon discovery of such differing conditions, CONSULTANT shall notify Contract Administrator. If no record (photographs and other written or graphic documentation) of existing facilities was made during Predesign Phase, CONSULTANT shall:

(A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:

1) All above ceiling areas.

2) Power supplies, switch gear, breaker panels, and transformers.

3) Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.

4) Roofing, waterproofing and building envelope systems.

5) Site drainage systems and water retention characteristics.

6) Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.

7) Adjacent properties and those facing the project site across streets or other roadways.

8) On site structures requiring demolition or other “unauthorized” use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(B) Conduct site investigations and inspections. Access to concealed areas shall be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Contract Administrator.

3.03.03 In the event that CONSULTANT believes that the Project scope, schedule or budget is not achievable, CONSULTANT shall immediately notify the Contract Administrator in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

3.03.04 CONSULTANT shall present a minimum of three alternative design solutions to the Contract Administrator to illustrate optional creative responses to the architectural program. The Contract Administrator will convene a schematic design review conference at which CONSULTANT shall review with the Contract Administrator (and using agency and other concerned parties) these alternative solutions. Alternative approaches should address both design and construction of the project;
site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and CONSULTANT's recommendations concerning the presented alternatives. The Contract Administrator shall identify a preferred design solution which shall then form the basis of CONSULTANT's continuing work on the project and the primary content of the Design Concept and Schematics Report further described below.

3.03.05 CONSULTANT shall prepare, submit and present for approval by the Contract Administrator a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division. In the absence of a proprietary form issued by COUNTY's Construction Management Division, CONSULTANT shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects. The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal.

(B) "Space Chart Form" formatted to list all spaces within the project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved programmatic documents for the Project.

(C) For those projects that involve new buildings, building additions and other exterior work, provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas, parent pick-up areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, FEMA and Broward County criteria), and use. The site survey may be an update of informational surveys provided by the Contract Administrator but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the Contract Administrator's Electronic Media Submittal Requirements (See Agreement).

(D) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials CONSULTANT may deem necessary to adequately communicate the project:

1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone
(pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.

2) Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service/use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.

   a. Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.

   b. Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction (1997 edition or later). Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.

3) Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.

4) Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.

5) Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art, thematic design
treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content (including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.).

(E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. The Preliminary Project Description should specifically incorporate and address Value Engineering and Constructability issues raised during this project phase. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice".

(F) Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.

(G) Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.

(H) A Project Development Schedule: CONSULTANT shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Contract Administrator. Such schedule shall show activities including but not limited to CONSULTANT efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval with the Consultant's proposal and will be discussed/approved as part of the Work Authorization. As a condition of payment, CONSULTANT will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of CONSULTANT's work will be complete. No subsequent payment shall be made if CONSULTANT has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Contract Administrator conducts its review promptly and does not withhold its approval unreasonably).

1) Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating COUNTY's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by COUNTY, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
2) Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Basic Services.

3) CONSULTANT shall not be permitted to deviate from the milestones indicated on the Project Schedule (Attachment 3 of this Agreement or per Work Authorization) without specific written authorization from the Contract Administrator.

4) Consultant shall notify COUNTY in writing of any circumstances which impact Consultant's ability to meet designated milestones in the project schedule for all "PHASES".

(I) The Statement of Probable Construction Cost: CONSULTANT shall submit to Contract Administrator for review and approval a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. If, in the Contract Administrator's sole opinion, the project merits a schematic design estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as a Basic Service expense.

3.03.06 CONSULTANT shall investigate and determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, HRS, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and other review as appropriate to this phase of the project. CONSULTANT shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. CONSULTANT, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project. CONSULTANT shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

3.03.07 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 3, Project Schedule or per Work Authorization. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.
3.03.08 CONSULTANT shall provide presentations of the Schematic Design to COUNTY's staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.

3.04 Phase II - Design Development:

3.04.01 After written Notice to Proceed from Contract Administrator and based on the approved Schematic Design Documents and any adjustments authorized by the Contract Administrator in the Project Scope or Project Budget, CONSULTANT shall prepare, submit and present for approval by the Contract Administrator, Design Development Phase documents, comprised of the following:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division.

(B) Drawing and Specification Documents including, in addition to Phase I requirements, the following:

1) Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

2) A statement, signed and dated by CONSULTANT or designated Subconsultant, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.

3) Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.

4) Floor plan(s) including, but not be limited to, the following:

a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.

b. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.

c. A furniture and equipment plan at an architectural scale that will allow the entire facility (or respective floor of a multi-story building) on a single drawing sheet.
d. Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.

e. Large scale plans (at a minimum of ¼ inch scale) for restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixture and equipment. Provide detailed plans (at a minimum of ½ inch scale) for mechanical rooms, electrical rooms, PBX rooms, and elevator machine rooms.

f. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.

g. Formatting (through the use of break lines as necessary) allowing the use of standard 24 inch by 36 inch drawing sheets. (Larger sheet sizes may be used only with advance written authorization of the Contract Administrator.)

6) Preliminary Room Finish Schedule.

7) Preliminary Door Schedule.

8) Life-safety plans to show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project such as working stage protection, range and fume hoods, eye wash, emergency showers, etc.

a. Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead end corridor allowed/provided, minimum exit corridor width allowed/provided, UL and/or other classification(s) of proposed finishes, determination that building has fire sprinklers, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code Rule 4a-b and section 489.105(n), Florida Statutes and other applicable rules and regulations.

b. By symbol, indicate exits (required/provided), fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.

c. By symbol, indicate connections and tie-ins to existing equipment.
9) Updated ADA Plan(s) indicating the further development of the facility's accessible features.

   a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:

      i) Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.

      ii) Sketches of proposed inclined wheelchair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.

   b. Indicate the methods used to permanently define the means of egress, such as surface finish or color for open office and administrative spaces.

10) Plumbing fixture locations, fixture schedule and fixture unit calculations.

11) All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.

12) Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.

13) Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.

14) Mechanical Drawings including floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing, fire sprinkler and other mechanical building systems required for distribution and disposal of solids, fluids and gases within the facility. Include duct layout, air handling equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, location of grease trap(s), LP gas tank location, natural gas pipe lay out, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within close proximity to other duct runs and/or equipment.
15) Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Indicate location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television heads, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking, telecommunications and other communications/computer systems. Show locations of all primary building mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections. Provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. Delineate preliminary cable tray or floor duct distribution systems after consulting with County to determine County's preference.

16) Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any “special” landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.

17) Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Format schedule on a “by room” basis to include the room numbers and room names established for each space. Assign a unique identifying number to each piece of furniture and/or equipment scheduled.

18) Equipment and Furnishing Drawings: Provide floor plans indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others.

19) Outline specifications:
   a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 1995 (or later) edition of MasterFormat current on the date of execution of the Contract.
   b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute's Manual of Practice (latest edition).
   c. Complete for Divisions 2 through 16 documenting project decisions and giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including...
fire sprinklers, alarm systems, electronic controls and computer networking components.

d. Supplement (but do not replace) outline specification sections with "cut-sheets", product information, data, and samples as requested by Contract Administrator or as necessary to communicate CONSULTANT's design intent to the Contract Administrator.

e. Provide content edited on a project specific basis for the project described in this agreement. Outline specifications reflecting Consultant's other or past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to CONSULTANT. For any such returned outline specifications, CONSULTANT shall prepare and re-submit at no additional cost to COUNTY replacement outline specifications edited to specifically describe the project described in this agreement.

(C) Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Contract Administrator for review and approval with the Phase II documents.

(D) CONSULTANT shall advise Contract Administrator of any adjustments to the Schematic Design Phase estimate of probable construction cost. If, in the Contract Administrator’s sole opinion, the project merits a design development phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as a Basic Service expense.

(E) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.

(F) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

(G) A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the occupant capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Contract Administrator's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by the Contract Administrator. CONSULTANT shall coordinate with the Contract Administrator and utilize the Contract Administrator's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Contract Administrator’s requirements for electronic media specified in the Agreement.
(H) A letter indicating, after coordination with COUNTY's Construction Management Division (and other agencies at its direction), the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB's, groundwater contaminants, etc.) which might require mitigation by COUNTY prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.

(I) Preliminary colorboards to communicate preliminary material types and color selections for all basic building finish materials with the Contract Administrator. Provide single copies of preliminary colorboard(s).

3.04.02 Staff from each of CONSULTANT's major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the design concept and technical resolution of their respective building or site systems.

3.04.03 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 3, Project Schedule or per Work Authorization. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

3.05 Phase III - Construction Documents Development:

3.05.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by the Contract Administrator, CONSULTANT shall prepare for approval by Contract Administrator and in accordance with the Contract Administrator's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the full compliance of the design with all applicable codes.

3.05.02 50% Construction Documents Submittal: CONSULTANT shall make a 50% Construction Documents submittal, for approval by the Contract Administrator, which shall include five (5) sets of the following:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division.

(B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
(C) Drawings:

1) Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:

   a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities for use during execution of the Work.

   b. Site Demolition plans.

   c. Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.

   d. Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.

   e. Parking lot lighting poles location and type.

   f. Final location for manholes, handholes, pull boxes.

   g. Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).

   h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.

   i. Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas and other site furniture, bookdrops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by the Contract Administrator.

2) A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
3) Landscape plans and detailing including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth.

4) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.

5) Full floor plans including:
   a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
   b. Note all chases and delineate all rainwater leaders.
   c. Show structural tie columns and coordinate with the floor plan.
   d. Target interior elevations.
   e. Delineate and note all built-in cabinetry or equipment.
   f. Identify room and door numbers with all spaces and doors having individual numbers.

6) Demolition Plans: Indicate required demolition activities.
   a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
   b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
   c. Include notes dealing with repair of existing areas as a result of demolition.
   d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
   e. Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of COUNTY's existing facilities.
7) Building elevations developed further than at the Design Development Phase and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.

8) Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to further delineate solutions for connections.

9) Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area includes sprinklers) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Subconsultants.

10) Roof plans:
   a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories.
   b. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.

11) Building Sections and Large scale wall sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.

12) Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.

13) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.
14) Details of the following:

a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.

b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.

c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.

d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.

e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.

f. Any other specialized items necessary to clearly express the intent of the project design.

15) Room finish, door and window schedules coordinated with the floor plans developed beyond the Design Development Phase.

16) Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

17) Mechanical Drawings:

a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

b. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

c. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.
18) Electrical: Provide drawings for the following systems:

a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.

b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

c. Panel schedule may be in preliminary form but circuitry must be included.

d. Applicable installation details.

e. General legend and list of abbreviations.

f. Voltage drop computation for all main feeders.

g. Short circuit analysis

h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.

i. Indicate surge protector for main switchboard and electrical panels.

19) Updated Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

(D) Progress construction specifications as determined by Work Authorization

1) Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents are not required.

2) Provide a preliminary Division 1 based upon the standard documents provided by the Contract Administrator and edited by CONSULTANT after consultation with the Contract Administrator to establish project specific requirements.

3) Include progress set of all other Sections in all Divisions with each section developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

4) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2004 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
(E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, COUNTY occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

(F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

(G) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.

3.05.03 CONSULTANT shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase.

3.06 100% Construction Documents Submittal:

3.06.01 Upon 100% completion of the Construction Documents, CONSULTANT shall submit to the Contract Administrator five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by the Contract Administrator. The 100% construction documents shall conform to the Contract Administrator's requirements, all mandatory requirements cited by COUNTY's Construction Management Division (or its designated reviewers). CONSULTANT shall, through the Construction Management Division, coordinate project specific requirements with other participating COUNTY review agencies (Office of Economic and Small Business Development, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.06.02 All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will approve Phase III documents prior to submittal for permitting or bidding. Phase III contract documents shall be included with the Phase III submittal:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division.
(B) General Requirements:

1) Record Set. This submittal is the official record set and shall be the bid documents.

2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by CONSULTANT and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Florida Building Code and pertinent Broward County amendments thereto.

3) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

4) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

(C) Drawings: The drawings shall include, in addition to the Phase III 50% document requirements specified above, the following:

1) Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

2) Plans and details including, but not limited to:
   a. Title sheet utilizing COUNTY's Construction Management Division's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer(s) of record.
   b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, CONSULTANT may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
   c. Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with COUNTY's Construction Management Division.
   d. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
e. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.

f. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

g. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

h. Landscape Architecture, Irrigation, Interior Design, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.

(D) Project Manual. CONSULTANT shall review and coordinate with the Contract Administrator regarding the preparation of the following:

1) The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by the Contract Administrator. However, in no case will CONSULTANT amend or delete items from these documents without prior written approval from Contract Administrator.

2) A project specific set of Division 1 specifications based upon guide documents provided by the Contract Administrator (or, in the absence of Contract Administrator guide specification documents, from CONSULTANT's own specifications as previously coordinated with the Contract Administrator), including all schedules, lists and inventories as required to complete the Contract Administrator's guide documents including Contractor's submittal schedules, warranty schedules, salvage schedules, etc.

3) Final specification sections for Divisions 2 through 16 organized and formatted as required for the set of Phase III 50% progress specifications.

4) Approved alternate bid items, if required and authorized by the Contract Administrator, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Contract Administrator in its sole discretion to accept or reject portions of the construction of the Project.

(E) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
(F) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

3.06.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, CONSULTANT shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to COUNTY).

3.06.04 If, in the Contract Administrator's sole opinion, the project merits a construction documents phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as Basic Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator.

3.06.05 CONSULTANT shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Contract Administrator. Upon final approval by the Contract Administrator CONSULTANT shall furnish three record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to the Contract Administrator without additional charge.

3.06.06 CONSULTANT shall, with the Contract Administrator's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. CONSULTANT (and pertinent Subconsultants) shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.

(A) CONSULTANT (and pertinent Subconsultants) shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. CONSULTANT shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.
(B) Any changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be made by CONSULTANT (and pertinent Subconsultants) at no additional cost to COUNTY.

3.06.07 Staff from each of CONSULTANT's major technical disciplines and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III 50% and Phase III (100%) Submittals.

3.06.08 The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve CONSULTANT of any responsibility for their accuracy, adequacy and completeness.

3.07 Phase IV - Bidding and Award of Contract

3.07.01 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, approval by the Contract Administrator of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the project, CONSULTANT shall assist the Contract Administrator in obtaining bids and awarding construction contracts. Bidding and award of the construction contract may take three or more alternative forms: 1) a Conventional Bidding Scenario or 2) a Negotiated Agreement as further detailed below or 3) any other method authorized by the Procurement Code.

Construction Award Option 1: Conventional Bidding

The following optional Bidding and Award of Contract Services as described below in Articles 3.07.02 through 3.07.16 ☑ Are ☐ Are Not a part of this Agreement's Basic Services.

3.07.02 CONSULTANT shall assist the Contract Administrator in the preparation of bidding information (or information required to accommodate an alternative project delivery method as may be determined by the Contract Administrator). CONSULTANT will utilize the Contract Administrator's Standard Form Construction Documents (or a standard document provided by the Contract Administrator for alternative construction delivery) for this project and agrees to verify and utilize the latest edition of those documents at the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by COUNTY's Office of the County Attorney.

3.07.03 CONSULTANT shall coordinate bidding activities as necessary with those COUNTY agencies having non-technical review authority. These agencies include, but are not limited to, the Small Disadvantaged Business Enterprise Office, Risk Management Division, Purchasing Division, and the County Attorney's Office.
3.07.04 CONSULTANT shall provide the Contract Administrator with a list of those Contractors in the local area (Broward, Palm Beach, and Miami-Dade Counties) that CONSULTANT deems capable of constructing the Project.

3.07.05 CONSULTANT shall provide to the Contract Administrator a minimum of two (2) reproducible copies of the bidding documents, including all drawings and specifications and/or as required by the Purchasing Division. The Consultant will be responsible for printing the bidding documents. The Contract Administrator reserves the right to instruct CONSULTANT to have the bidding documents (including drawings and specifications) printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through CONSULTANT.

3.07.06 COUNTY/Consultant and/or the Purchasing Division will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at COUNTY's Purchasing Department or alternative location.

3.07.07 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.

3.07.08 CONSULTANT shall attend pre-bid conferences as scheduled by the Contract Administrator.

3.07.09 CONSULTANT shall prepare addenda, if any are required, for the Contract Administrator to issue to all prospective bidders. No addenda shall be issued without the Contract Administrator's approval and if dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings.

3.07.10 CONSULTANT shall be present at the bid opening, with COUNTY's staff.

3.07.11 CONSULTANT shall participate with Contract Administrator in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.

3.07.12 CONSULTANT shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.

3.07.13 If the lowest responsive Base Bid received exceeds COUNTY's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct CONSULTANT to revise the Project scope or quality, or both, as approved by the Contract Administrator, and rebid the Project, or (D) suspend or abandon the Project.

3.07.14 Under Article 3.07.13(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The
providing of such service shall be the limit of CONSULTANT's responsibility in this regard and having done so, CONSULTANT shall be compensated in accordance with this Agreement. The Contract Administrator may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.07.09(C) above. The Contract Administrator agrees to discuss this issue with CONSULTANT prior to exercising this option.

3.07.15 CONSULTANT shall provide assistance to the Contract Administrator as necessary to alleviate bid protests or other impediments to award of the construction contract.

3.07.16 If, in the Contract Administrator's sole opinion, the project merits a bidding & award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as Basic Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

End of Construction Award Option 1

Construction Award Option 2: Negotiated Agreement

The following optional Bidding and Award of Contract Services as described below in Articles 3.07.02 through 3.07.12 ☑ Are ☐ Are Not a part of this Agreement's Basic Services.

3.07.02 CONSULTANT shall assist the Contract Administrator in conducting negotiations with a Managing General Contractor (Construction Manager) or other similar entity to establish a Guaranteed Maximum Price and other contractual issues related to the establishment of a construction contract with the Managing General Contractor.

3.07.03 CONSULTANT will incorporate the Contract Administrator's standard form construction documents (as provided by the Contract Administrator for alternative construction delivery) for this into the Project Manual and shall make final modifications to the Project Manual to reflect results of Contract Administrator's negotiations with the Managing General Contractor. Contract Administrator will coordinate any deviations from the standard form construction documents in advance with CONSULTANT and COUNTY's Office of the County Attorney.

3.07.04 CONSULTANT shall assist the Contract Administrator and the Contractor in obtaining permits, approvals and authorizations from jurisdictional agencies with authority over the project. CONSULTANT shall, as requested by the Contract Administrator, meet on an as-needed basis with jurisdictional agencies in order to clarify or explain submitted documents and to ascertain the scope and intent of review comments made by those jurisdictional agencies. CONSULTANT shall provide graphic and written documents as necessary to facilitate these jurisdictional reviews, including issuing revised drawings and specifications in response to review...
comments and/or other concerns generated by those jurisdictional agencies without additional cost to COUNTY.

3.07.05 CONSULTANT shall assist the Contract Administrator's review of the Managing General Contractor's bidding activities and make recommendations concerning the conduct and result of that bidding. These activities shall include investigating the qualifications of bidders and provision of a written recommendation for bid award. CONSULTANT shall review and, upon request of the Contract Administrator, prepare Contract Price Element Adjustment Memoranda made necessary by the Contractor's bidding activities, changes requested by the Contract Administrator, and/or other circumstances affecting the project's GMP structure.

3.07.06 CONSULTANT shall provide to the Contract Administrator two (2) reproducible copies of the finalized construction contract documents, including all drawings and specifications. The Contract Administrator will be responsible for printing the documents and distributing them to the Managing General Contractor. The Contract Administrator reserves the right to instruct CONSULTANT to print the construction contract documents (including drawings and specifications) and distribute them to the Managing General Contractor, either through its open agreements with printing firms or as a reimbursable service through CONSULTANT.

3.07.07 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.

3.07.08 CONSULTANT shall attend coordination meetings, negotiation meetings, pre-bid conferences and bid openings as scheduled by the Contract Administrator and the Managing General Contractor.

3.07.09 CONSULTANT shall prepare addenda, if any are required, for the Contract Administrator to issue to the Managing General Contractor. No addenda shall be issued without the Contract Administrator's approval. If dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings. Extensive modifications to specification section(s) shall be prepared as replacements of the entire specification section(s).

3.07.10 CONSULTANT shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.

3.07.11 If the Guaranteed Maximum Price exceeds COUNTY's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject the negotiations with the Managing General Contractor and initiate negotiations with alternatively selected firms within a reasonable time with no change in the Project, (C) direct CONSULTANT to revise the Project scope or quality, or both, as approved by the Contract Administrator, and reinstitute negotiations with the Managing General Contractor, or (D) suspend or abandon the Project.
3.07.12 Under Article 3.07.11 above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Guaranteed Maximum Price within COUNTY's available funds for the project. The Contract Administrator may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.07.10(C) above. The Contract Administrator agrees to discuss this issue with CONSULTANT prior to exercising this option.

3.07.13 If, in the Contract Administrator's sole opinion, the project merits a bidding & award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified documents that may be required to ensure successful negotiations with the Managing General Contractor.

End of Construction Award Option 2

3.08 Phase V - Administration of the Construction Contract:

3.08.01 The Construction Phase will begin with COUNTY's award of the Construction Contract (to a Contractor, Managing General Contractor other alternately selected construction entity) and will end when the Contractor's final Payment Certificate is approved by the Contract Administrator. During this period, CONSULTANT shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between COUNTY and the Contractor.

3.08.02 CONSULTANT, as the representative of the Contract Administrator during the Construction Phase, shall advise and consult with the Contract Administrator and shall have authority to act on behalf of the Contract Administrator within the limits established by this Agreement and the Contract Documents. CONSULTANT shall contemporaneously provide Contract Administrator by copied email or digital scan, as applicable, of all communications between CONSULTANT and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project. Documents or materials which cannot be faxed to the Contract Administrator shall be delivered to the Contract Administrator within 24 hours of receipt or generation by CONSULTANT.

3.08.03 CONSULTANT and CONSULTANT's respective Subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by CONSULTANT. In addition to the required weekly site visit, CONSULTANT shall make additional site visits as required to ascertain the progress and quality of the Contractor's installation or construction of key building systems, assemblies and components, attend pre-installation conferences and other site meetings as established by the Contract Documents, and to assist the Contract Administrator as requested in other site related administration of the Contract.
Subconsultant(s) will be required to visit the site at least once a week when their respective portion of the work is in progress.

(A) CONSULTANT shall visit the site at least once per week on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. CONSULTANT shall coordinate the timing of these visits with the Contract Administrator's Representative so as to permit joint observations of the progress of the Work and discussions about Project issues. On the basis of on-site observations as a CONSULTANT, CONSULTANT shall keep Contract Administrator informed of the progress and quality of the Work. CONSULTANT shall promptly submit to Contract Administrator a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

(B) CONSULTANT shall, based upon its on-site visits, promptly report to the Contract Administrator any defects and deficiencies in the Work coming to the attention of CONSULTANT and shall endeavor to guard COUNTY against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as COUNTY's staff, are undertaking inspection for or on behalf of COUNTY. CONSULTANT shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the Contract Administrator, replace personnel whom the Contract Administrator has found to be incompetent or to whom the Contract Administrator otherwise reasonably objects.

(C) CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.08.04 CONSULTANT shall at all times have access to the Work where ever it is in preparation or progress. CONSULTANT and the Subconsultants shall review and advise the Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Contract Administrator may at its discretion require CONSULTANT and all Subconsultants to regularly submit additional written materials or forms to the Contract Administrator relating to or regarding the Project or its progress.

3.08.05 CONSULTANT shall assist the Contract Administrator in determining the amounts owing to contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as the Contract Administrator may request. The certification of a Certificate for Payment shall constitute a representation by CONSULTANT to the Contract Administrator, based on CONSULTANT's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any
subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that CONSULTANT has made any examination, other than information which has come to CONSULTANT’s attention, to ascertain how and for what purpose Contractor has used the moneys paid by COUNTY.

3.08.06 All interpretations and advisory decisions of CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter CONSULTANT shall endeavor to secure faithful performance by both COUNTY and Contractor, and shall not show partiality to either.

3.08.07 CONSULTANT shall have authority to recommend rejection of Work which does not conform to the Contract Documents. CONSULTANT shall not have authority to stop the Work without approval of the Contract Administrator. Whenever, in CONSULTANT’s reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, CONSULTANT may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but CONSULTANT shall take such action only after consultation with the Contract Administrator. CONSULTANT’s monitoring of such additional special testing or inspections is a part of the Basic Services. Contract Administrator shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of CONSULTANT to Contractor or other third parties performing portions of the Work.

3.08.08 CONSULTANT shall promptly review, and take other appropriate action upon Contractor’s submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within twenty (20) days of receipt by CONSULTANT unless the Contract Administrator and CONSULTANT otherwise mutually agree.

(A) CONSULTANT’s review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. CONSULTANT shall maintain a log of all submittals made and shall compare the submittals with Contractor’s progress schedule. CONSULTANT shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.

(B) Should Consultant have to reject more than two (2) submittals of shop drawings, product data, samples or other required Contractor submittal due to Contractor’s non-compliance, then CONSULTANT shall be due additional services for each subsequent review. Fees for such additional services shall be negotiated by Contract Administrator as Basic Services with CONSULTANT according to
Article 6 of the Agreement and for an hourly rate not to exceed the average hourly rate for all personnel specified in this Agreement's Exhibit "B", Salary Costs.

3.08.09 CONSULTANT shall coordinate with and assist the Contract Administrator concerning Contract Modifications including the development, review, recommendation for approval, and processing of Contract Price Element Adjustment Memoranda (CPEAM's), Change Orders and Amendments to the construction contract including COUNTY’s or other jurisdictional authority’s required review of such Contract Modifications for Code Compliance CONSULTANT shall:

(A) Meet with the Contract Administrator prior to the preparation of CPEAM's, change order items or Amendments to ensure that proposed changes comply with applicable codes.

(B) Reconcile CONSULTANT's analysis of proposed Change Order amounts with an analysis provided by the independent cost estimator and provide the Contract Administrator with a recommendation concerning the respective cost studies.

(C) Submit written and graphic information documenting proposed changes for formal review by COUNTY and municipal or other jurisdictional agencies for code compliance and any necessary permitting.

(D) CONSULTANT shall review and indicate concurrence through signing CPEAM forms, change orders and Amendments for COUNTY's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Contract Administrator. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.

(E) CONSULTANT shall process, prepare and issue request for proposals and other contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. CONSULTANT shall provide written notification to the Contract Administrator concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.

(F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of COUNTY.

3.08.10 CONSULTANT shall conduct thorough site observations, make recommendations and otherwise assist Contract Administrator in determining the dates of substantial completion and final completion, shall review, approve and forward to the Contract Administrator for the Contract Administrator's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, CONSULTANT
shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. CONSULTANT shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. CONSULTANT and the Subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of COUNTY's personnel as required by the Contract Documents. CONSULTANT shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

3.08.11 CONSULTANT shall review, approve and/or certify Contractor's submittal of as-built survey documentation, (including Computer Aided Design (CAD) and/or other hardcopy or electronic media documents) as may be required by jurisdictional agencies with authority over the project.

3.08.12 CONSULTANT shall within sixty (60) days of final acceptance provide the Contract Administrator with prints and electronic media copies of the original drawings, which CONSULTANT has revised to conditions based on information furnished by the Contractor (redlined prints and other "as-built" information) as Project Record Documents. The Contractor's original marked drawings shall be submitted to the Contract Administrator with the updated prints and electronic media files prepared by CONSULTANT. These prints and electronic media copies shall become the property of COUNTY. Submittal of these documents to the Contract Administrator is a condition of final payment to CONSULTANT. Electronic media shall comply with the Agreement.

3.09 Phase VI - Warranty Administration and Post-Occupancy Services:

3.09.01 For one year following substantial completion of the Project, CONSULTANT shall assist the Contract Administrator, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Contract Administrator and report observed discrepancies to Contract Administrator and Contractor.

3.09.02 CONSULTANT, with Subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by COUNTY's Construction Management Division at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, CONSULTANT shall:

(A) Assist the Contract Administrator in reviewing the built Project on site;

(B) Participate in and assist COUNTY's Construction Management Department in conducting interviews with principal building occupants and users;

(C) Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the project, the effectiveness of administrative and
managerial procedures utilized by COUNTY, CONSULTANT and the Contractor, and recommendations concerning future design and construction of the same or similar building types.

(D) Assist COUNTY's Construction Management Division in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.

(E) Participate in presentations of the Post-Occupancy report as required to the Broward County Board of County Commissioners, County Administrator, the Contract Administrator and/or the public as required.

3.09.03 CONSULTANT shall assist the Contract Administrator in coordinating and supervising vendor delivery and set-up of those "not-in-contract" furniture and equipment items.

4.01 Optional Services as determined by Work Authorization:

Optional Services indicated with a checked box (☑) are incorporated into this Agreement as a BASIC SERVICE.

4.01.01 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an appropriate written authorization, will be compensated for as provided under Article 5:

☑ (A) Providing financial feasibility, or other special studies.

☑ (B) Masterplanning or providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.

☑ (C) Providing services to make measured drawings of the existing site or facilities.

☑ (D) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by COUNTY.

☑ (E) Providing any additional or special professional services as may be required for the project not within this Agreement.

☑ (F) Providing the services of one or more full-time on-site representative during construction; including the services of a Special Threshold Inspector.

☑ (G) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of COUNTY's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
(H) Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Documents, providing the cause is found by the Contract Administrator to be other than by fault of CONSULTANT.

(I) Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

(J) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Contract Administrator, when so directed in writing by Contract Administrator, provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by CONSULTANT or when due to the fact that the lowest Bona Fide construction bid exceeds the 'fixed limit of construction cost'.

(K) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any other entity engaged with the construction of the Work.

(L) Preparing change orders and related documents required by changes (whether increases or decreases) in the scope of the project as requested by the Contract Administrator for unforeseen conditions and Contract Administrator requested changes only and not for any changes due to the error or omission of CONSULTANT.

(M) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

(N) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

(O) Participation in the Contract Administrator's program of Building Commissioning.

(P) Participation in the Contract Administrator's program of Partnering.

(Q) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to COUNTY from CONSULTANT in the event the claims are not extensive or in the event the claims are determined by the Contract Administrator to be based upon the failure of CONSULTANT or Subconsultant to properly perform its services or to comply with the provisions of this Agreement.

(R) Interior Design Services to include the following minimum services at the indicated design phase of the project:

1) Phase I: Schematic Design: Provide preliminary colorboards and interior design sketch perspectives to communicate spatial relationships, preliminary furniture selections, material types and color and texture palette/selections for
all finish materials with the Contract Administrator. Provide single copies of preliminary colorboards.

2) Phase II: Design Development:

a. Provide detailed Equipment and Furnishing Schedules: In addition to those preliminary furniture and equipment schedules required as Basic Services, provide listing of at least three sources for each furniture type from vendors listed on state and local contracts or purchasing agreements. Provide documentation for each furniture item which includes manufacturer's and/or vendor discounts, installation and freight costs, dimensions, finishes available, furniture features, pricing and furniture lead times.

b. Provide Detailed Equipment and Furnishing Drawings: In addition to those layout drawings required as Basic Services, provide elevations, preliminary systems furniture workstation plates and isometric drawings indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide a symbols legend and unique identifiers for each piece of furniture or equipment corresponding to those established in the Equipment and Furnishing Schedules described above. Coordinate with Contract Administrator concerning standardized color coding of Equipment and Furnishing drawings necessary to facilitate internal Contract Administrator review and coordination of equipment and furnishings. Ensure that all illustrated furniture items are drawn to manufacturer's dimensions and are not generic templates or blocks which may not accurately reflect the size and configuration of proposed furniture or equipment items.

3) Phase III: Construction Contract Documents Development

a. Provide Updated Detailed Equipment and Furnishing Drawings and detailed Equipment and Furnishing Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture.

b. Systems Furniture: Provide systems furniture workstation plate drawings including a Panel Plan (showing panel widths, heights and finishes), a Component Plan and Isometric (indicating all components to be provided within the project with a written description of each component by size, type and quantity and with an isometric drawing of workstations) and an Electrical Panel Plan (indicating electrical outlets, locations of system power entry, computer data and telephone receptacles).

c. Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes and indicators required for earlier submittals. Supplement with drawing notations concerning installation.
d. Colorboards illustrating furniture selections and the selection of colors, finishes, textures and aesthetic qualities of all finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

e. Loose furniture detailed specifications and descriptive data coordinated through COUNTY's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:

   1. Manufacturer's Information
   2. Vendor State and Local Contract Listings
   3. Vendor Information
   4. Quantities
   5. Item numbers keying specifications to Furniture Floor Plans
   6. Manufacturer's Model Numbers
   7. Description, size, finishes and other information required to order furniture.
   8. Installation General Notes

f. Systems furniture detailed specifications and descriptive data coordinated through COUNTY's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:

   1. Manufacturer's Information
   2. Vendor State and Local Contract Listings
   3. Vendor Information
   4. Quantities
   5. Item numbers keying specifications to Furniture Floor Plans
   6. Manufacturer's Model Numbers
   7. Description, size, finishes and other information required to order furniture.
   8. Installation General Notes

4) Phase IV: Bidding and Award of Contracts

   a. Provide assistance to the Contract Administrator's and Purchasing Division's acquisition of furniture, fixtures equipment by participating in pre-bid meetings and assisting with analysis of submitted bids, substitution requests and other administrative matters related to COUNTY's procurement process.

5) Phase V: Administration of the Construction Contract

   a. Provide assistance to the Contract Administrator by providing on-site observation of installation of substrate materials, anchorages and other construction items that impact the subsequent placement/installation of furniture/fixtures and equipment.
6) Phase VI: Warranty Administration and Post-Occupancy Services:

   a. Provide direct supervision of the delivery, installation and testing of furniture, fixtures and equipment items. Provide inventory control and shipping verification to Contract Administrator.

   b. Provide Warranty Administration and support for furniture, fixtures and equipment for a minimum one year post-installation period (starting from date installation receives inspection and final acceptance by the Contract Administrator) and extending through any extended or special warranty periods associated with individual furniture, fixture or equipment items.


   (S) Renderings: 30 days after receipt of the Notice to Proceed with the Construction Documents Phase, CONSULTANT shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, CONSULTANT shall execute and submit, with the 100% Construction Documents:

     1) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.

     2) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color xerox copies are not acceptable.)

     3) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

   (T) Color Photography: CONSULTANT shall facilitate the Contract Administrator's selection of a professional architectural photographer. CONSULTANT shall arrange for and participate in the Contract Administrator's: review of photographer's past work, interview(s) with prospective photographers and photographer's tour of subject facilities. CONSULTANT shall assist photographer on day(s) of on-site photography and shall assist the Contract Administrator in selecting photographs for printing. Number of photographs, media and photographer's compensation shall be subject to negotiations conducted with the photographer by CONSULTANT and Contract Administrator.

   (U) If, in the Contract Administrator's sole opinion the project merits a detailed estimate prepared by an independent cost estimator and those services are not previously required as a Basic Service, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. Such estimate shall consist of a fully detailed estimate of probable construction cost projected to the expected time of bid (or other award of construction services) and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 2 through 16 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems.
electronic controls and computer networking components. Utilize the 1995 edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

- **(V)** Provide scheduling services to provide CPM schedules or other scheduling formats pursuant to the detail and complexity required by the Contract Administrator.

- **(W)** Provide 3-D computer modeling or BIM and other CADD-related visualization work pursuant to particular project needs of the Contract Administrator.

- **(X)** Provide physical modeling of proposed facilities, building assemblies or other assemblies or other spaces/facilities pursuant to the particular project needs of the Contract Administrator.

- **(Y)** Provide services to achieve LEED Certification for the Project through application to the appropriate organization.

- **(Z)** Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or project administration.

(The remainder of this page is intentionally left blank.)
EXHIBIT A
SCOPE OF WORK

ATTACHMENT 1:
Services and Budget

NOT USED
1. Broward County is seeking a CONSULTANT to provide professional architectural/engineering services that may include:

a. Programming and other pre-design services
b. Design services
c. Reports
d. Code research
e. Assessments
f. 3D modeling
g. Renderings
h. Schematic Design
i. Design Development
j. Construction Documents
k. Construction Administration
l. Resident Project Representative

2. The projects may include new building construction and modifications, alterations and improvements to existing buildings, structures, offices and accessory buildings that are landside and airside at the Fort Lauderdale-Hollywood International Airport and North Perry Airport. These projects are a grouping of substantially similar construction, rehabilitation, or renovation activities.

3. The CONSULTANT(S) scope of work may include all professional services necessary to perform the following:

a. Site investigation
b. Geotechnical engineering
c. Environmental investigation
d. Topographical and boundary surveying
e. Civil engineering
f. Transportation and traffic engineering
g. Architectural and interior design
h. Structural engineering
i. Mechanical
j. Electrical
k. Plumbing
l. Fire protection
m. Telecommunications and data engineering
n. Fueling systems
o. Technology evaluations
p. Permitting
q. Commissioning
r. Bid and Award services
s. Construction Administration Services
t. Construction Inspections Services
u. Cost estimates and other related services

4. The projects that will be developed under the scope of services above are:

a. Surveying
b. Building Assessments
c. Land Use
d. 40 Year Building Inspections
e. Rehabilitation of the Hibiscus Garage and Cypress/RCC Garage
f. Rehabilitation of the North, East and West Airport Buildings, including HWO Buildings
g. Broward Sheriff Office (BSO)/Security Building Built-Out (Currently BCAD Maintenance East Building)
h. Airport Operations Control Center (AOCC) Renovation
i. Aircraft Rescue and Fire Fighting Station (ARFF) Renovation
j. Parking Toll Plaza Alterations and Demolition
k. Badging Office Alterations and Demolition
l. Palm Garage Upgrades
m. Pedestrian Crosswalk Enhancements
n. Vacant / Abandoned Building Demolition
o. Vehicular Bridge Implementation and Existing Repairs
p. Pedestrian Bridge Implementation and Existing Repairs
q. Ground Transportation Area (GTA) Improvements and Modifications
r. Roadway Improvements and Repairs
s. Signage Improvements
t. Tenant Built-Outs and Alterations
u. Hangar Modifications
v. Landscape and Irrigation Upgrades
w. Taxi Hold lot Building and Parking
5. The scope of architectural/engineering services for the Airport Building Projects may include providing all professional services, in support of construction, to perform the following:

a. Site Investigation  
b. Inspections  
c. Testing  
d. Surveying and Utility Locates  
e. Scheduling  
f. Reports and testing  
g. Geotechnical Investigation  
h. Environmental Investigation  
i. Code Consulting  
j. Lighting Consulting  
k. Lightning Protection System Consulting  
l. Cost Estimating  
m. Architectural and Engineering Services  
n. 3D Renderings  
o. Pre-Design  
p. Concept Design  
q. Design Development  
r. Contract Documents  
s. Permitting / Obtaining Jurisdictional Approvals  
t. Assisting with the Bidding and Award process.  
u. Construction Administration  
v. Resident Project Representative  
w. Commissioning, including LEED certification  
x. Building Information Modeling (BIM)  
y. Post Construction Services  
z. Environmental Engineering or any other incidental services needed to implement the scope of services
EXHIBIT A  
SCOPE OF WORK  

ATTACHMENT 3:  

Project Schedule  

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<th>ACTIVITY</th>
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<td>Consultant's Document Preparation &amp; Submittal</td>
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<td>County Review</td>
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<td>Consultant's Document Correction &amp; Re-Submittal</td>
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<td>Phase I: Schematic Design:</td>
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<td>Consultant's Document Preparation &amp; Submittal</td>
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<td>Phase II: Design Development</td>
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<td>Consultant's Document Preparation &amp; Submittal</td>
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<td>Consultant's Document Correction &amp; Re-Submittal</td>
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Phase III: Construction Documents Development

50% Construction Documents

Consultant's Document Preparation & Submittal  0 Days  □ Undetermined

County Review  0 Days  □ Undetermined

Consultant's Document Correction & Re-Submittal  0 Days  □ Undetermined

100% Construction Documents

Consultant's Document Preparation & Submittal  0 Days  □ Undetermined

County Review  0 Days  □ Undetermined

Consultant's Document Correction & Re-Submittal  0 Days  □ Undetermined

Phase IV: GMP Negotiation and Award of Contract  0 Days  □ Undetermined

Bid Opening Date:  0 Days  □ Undetermined
    Or

Board Approval of MGC Agreement  0 Days  □ Undetermined

Phase V: Administration of the Construction Contract  0 Days  □ Undetermined

Substantial Completion Date:  0 Days  □ Undetermined

Final Completion Date:  0 Days  □ Undetermined

Phase VI: Warranty  0 Days  □ Undetermined
EXHIBIT A
SCOPE OF WORK

ATTACHMENT 4:

Architectural Program

Project No: Project Number
Project Title: Project Title
Facility Name: Facility Name

☐ A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 4, Architectural Program.

☐ A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT under Programming Option 1 of Predesign Services as further described below.

☐ An architectural program is attached to this document as Attachment 4, Architectural Program. Requirements for CONSULTANT's use and modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.

☐ The ☐ Preliminary ☐ Final architectural program for this project will be provided by the Contract Administrator with the Consultant's Notice to Proceed. CONSULTANT's use of this program is described within Exhibit "A", Scope of Work of the Professional Services Agreement for this project.

☒ To be determined at Project Initiation if applicable.
EXHIBIT A
SCOPE OF WORK

ATTACHMENT 5:

BUILDING INFORMATION MODELING (BIM)

Consultant and subconsultants may be required to comply with the requirements set forth in BCAD’s Building Information Modeling (“BIM”) Standard, Version 1 (dated September 26, 2013) and/or any revisions, amendments thereafter. Document available at:

https://www.broward.org/Airport/Business/Documents/BimStandards092613.pdf
**Professional Services Agreement**

**EXHIBIT B**

**SALARY COSTS**

Project No: 212249201

Project Title: Professional Consultant Services for Port Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects

Prime Consultant: Cartaya and Associates Architects, P.A.

Sub Consultant: AirQuest Environmental, Inc.

FILL REVISE POSITIONS AS APPLICABLE

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<th>TITLE</th>
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**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

Multiplier of 2.87 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the table above.

ONLY use numbers with a maximum of 2 decimal places (xxx.xxx - xxx.xxx)

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</table>

OVERHEAD = HOURLY RATE X OVERHEAD (xxx%) 164.00 $1.85

FRINGE = HOURLY RATE X FRINGE (xxx%) 21.40 $0.21

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (xxx%) 4.00 $0.11

MAXIMUM BILLING RATE $2.87

Multiplier 2.87
**Exhibit B**

**SALARY COSTS**

<table>
<thead>
<tr>
<th>PROJECT NO: Z1224103Pt</th>
<th>PROJECT TITLE: Professional Consultant Services for Port Lauderdale-Hollywood International Airport and North Palm Beach, Building Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME CONSULTANT:</td>
<td>Cerfay and Associates Architects, P.A.</td>
</tr>
<tr>
<td>SUB CONSULTANT:</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE ($/HR)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>= MAXIMUM BILLING RATE ($/HR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$53.60</td>
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<td></td>
<td>$151.72</td>
</tr>
<tr>
<td>Sr. Architect</td>
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<td>Architect</td>
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<td>Field Representative</td>
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<td>$96.90</td>
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<td>Drafter</td>
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<td>$85.91</td>
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<tr>
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<td>$15.23</td>
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</tr>
</tbody>
</table>

**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

Multiplier of 2.82 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the table above.

$1.60

ONLY use numbers with a maximum of 2 decimal places (XXX - XXXXX - XXXXXX)

<table>
<thead>
<tr>
<th>%</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERHEAD = HOURLY RATE X OVERHEAD (00%)</td>
<td>110.00</td>
</tr>
<tr>
<td>FRINGE = HOURLY RATE X FRINGE (00%)</td>
<td>39.00</td>
</tr>
<tr>
<td>PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (00%)</td>
<td>10.00</td>
</tr>
<tr>
<td>MAXIMUM BILLING RATE</td>
<td>$2.82</td>
</tr>
</tbody>
</table>

Multiplier = 2.82
Professional Services Agreement

EXHIBIT B

SALARY COSTS

Project No: Z1224922P1
Project Title: Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects
Prime Consultant: Cartaya and Associates Architects, P.A.
Sub-Consultant: CMS - Construction Management Services, Inc.

FILL IN/REVISE POSITIONS AS APPLICABLE

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE ($/HR)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>MAXIMUM BILLING RATE ($/HR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$85.18</td>
<td>2.85</td>
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<td>$186.71</td>
</tr>
<tr>
<td>Project Manager (E04)</td>
<td>$43.59</td>
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<td></td>
<td>$124.15</td>
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<tr>
<td>Senior Inspector</td>
<td>$30.30</td>
<td>2.85</td>
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<td>Senior Estimator</td>
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<td>Estimator</td>
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<td>2.85</td>
<td>0.00</td>
<td></td>
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</tbody>
</table>

NOTE: ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

Multiplier of 2.85 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the tables above.

ONLY use numbers with a maximum of 2 decimal places (xx.x xx.xx - xxx.xx)

<table>
<thead>
<tr>
<th>%</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERHEAD = HOURLY RATE X OVERHEAD (cc%)</td>
<td>124.21</td>
</tr>
<tr>
<td>FRINGE = HOURLY RATE X FRINGE (cc%)</td>
<td>38.18</td>
</tr>
<tr>
<td>PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (cc%)</td>
<td>10.00</td>
</tr>
<tr>
<td>MAXIMUM BILLING RATE</td>
<td>$2.85</td>
</tr>
</tbody>
</table>

Multiplier 2.85
Professional Services Agreement

**EXHIBIT B**

**SALARY COSTS**

Project No: Z1224902P1

Project Title: Professional Consulting Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects

Prime Consultant: Certican and Associates Architects, P.A.

Sub Consultant: OTS Engineering, Inc.

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE (BAH)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>= MAXIMUM BILLING RATE (BAH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$58.00</td>
<td>2.89</td>
<td></td>
<td>$167.62</td>
</tr>
<tr>
<td>Engineering Intern</td>
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<td>2.89</td>
<td></td>
<td>$88.99</td>
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<tr>
<td>Designer</td>
<td>$34.00</td>
<td>2.89</td>
<td></td>
<td>$98.36</td>
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<tr>
<td>Specialist</td>
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<td>$106.09</td>
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<td>Engineer</td>
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<td>2.89</td>
<td></td>
<td>$98.36</td>
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<tr>
<td>Senior Engineering Technician</td>
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<td>$82.37</td>
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<tr>
<td>Senior Project Engineer</td>
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<td>$129.05</td>
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<td>Secretary</td>
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<td>$60.69</td>
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<td>$104.18</td>
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<td>$91.87</td>
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<td></td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM HOURLY RATE.

Multiplier of 2.89 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the table above.

ONLY use numbers with a maximum of 2 decimal places (xx.xx - xxx.xx)

<table>
<thead>
<tr>
<th>%</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>172.10</td>
<td>$1.73</td>
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<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>6.00</td>
<td>$0.18</td>
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</tbody>
</table>

MAXIMUM BILLING RATE

Multiplier

2.89
**Professional Services Agreement**

**EXHIBIT B**

**SALARY COSTS**

Project No: Z12234646P1
Project Title: Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects
Prime Consultant: Cartaya and Associates Architects, P.A.
Sub Consultant: DelaG Consulting Engineers, Inc.

**FILL IN/REVISE POSITIONS AS APPLICABLE**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE (BAR)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>= MAXIMUM BILLING RATE (BAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$65.88</td>
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<td>$186.03</td>
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<td></td>
<td>$123.76</td>
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<tr>
<td>Senior Designer</td>
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<td>$97.34</td>
</tr>
<tr>
<td>Senior CADD Tech</td>
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<td>$0.00</td>
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<td>2.85</td>
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<tr>
<td></td>
<td>$0.00</td>
<td>2.85</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTE: ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM**

Multiplier of 2.85 is calculated as follows:

For calculation purposes only, **MAXIMUM HOURLY RATE = $1**

Entering the % below will automatically calculate the multiplier and insert it in the table above.

ONLY use numbers with a maximum of 2 decimal places (x.xx - xxx.xx - xxx.xx)

<table>
<thead>
<tr>
<th>%</th>
<th>Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>2.85</td>
</tr>
</tbody>
</table>

OVERHEAD = HOURLY RATE X OVERHEAD (x00%)= $1.17

FRINGE = HOURLY RATE X FRINGE (x00%)= $0.42

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (x00%)= $0.29

MAXIMUM BILLING RATE=

Multiplier 2.85
<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum Hourly Rate (Hr/Hr)</th>
<th>0.50</th>
<th>0.65</th>
<th>Maximum Billing Rate (Hr/Hr)</th>
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<tr>
<td>Project</td>
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<td>5.00</td>
<td>3.65</td>
<td>$990.00</td>
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<tr>
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<td>2.50</td>
<td>$860.00</td>
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<tr>
<td>Senior Project Manager</td>
<td>$805.00</td>
<td>3.25</td>
<td>2.25</td>
<td>$850.00</td>
</tr>
<tr>
<td>Senior Drafting Lead</td>
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<td>$495.00</td>
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<tr>
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<td>1.25</td>
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</tr>
<tr>
<td>Senior Estimator</td>
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<td>1.50</td>
<td>$975.00</td>
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<tr>
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<td>$400.00</td>
<td>1.75</td>
<td>1.25</td>
<td>$445.00</td>
</tr>
<tr>
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<td>$350.00</td>
<td>1.25</td>
<td>1.00</td>
<td>$395.00</td>
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<tr>
<td>Engineering Draft</td>
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<td>2.25</td>
<td>1.50</td>
<td>$445.00</td>
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<tr>
<td>Senior Designer</td>
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<td>1.50</td>
<td>$775.00</td>
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<tr>
<td>Pellet</td>
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<td>1.25</td>
<td>$270.00</td>
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<td>Senior Technical</td>
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<td>2.25</td>
<td>1.50</td>
<td>$445.00</td>
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<tr>
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<td>2.05</td>
<td>$375.00</td>
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<tr>
<td>Field Technician</td>
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<td>2.25</td>
<td>1.50</td>
<td>$775.00</td>
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<tr>
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<td>$925.00</td>
<td>2.25</td>
<td>1.50</td>
<td>$975.00</td>
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<tr>
<td>Project</td>
<td>$400.00</td>
<td>1.75</td>
<td>1.25</td>
<td>$445.00</td>
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<td>1.00</td>
<td>$395.00</td>
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<td>1.50</td>
<td>$445.00</td>
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<tr>
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<td>1.50</td>
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<tr>
<td>Pellet</td>
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<td>1.75</td>
<td>1.25</td>
<td>$270.00</td>
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<tr>
<td>Senior Technical</td>
<td>$400.00</td>
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<td>1.50</td>
<td>$445.00</td>
</tr>
<tr>
<td>Technician</td>
<td>$325.00</td>
<td>2.50</td>
<td>2.05</td>
<td>$375.00</td>
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</tbody>
</table>

**NOTE:** ALL NUMBERS REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

**Multiples of $25 is calculated in the table above.**

For calculation purposes only: MAXIMUM HOURLY RATE = $1,500

Truncating the % below will automatically calculate the multiplier and round it in the table above.

**ONLY use numbers with a maximum of 2 decimal places (e.g., 0.4, 0.25, 0.50, 0.75).**

<table>
<thead>
<tr>
<th>OVERHEAD = HOURLY RATE x OVERHEAD (as %)</th>
<th>10.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROFIT = HOURLY RATE + OVERHEAD + FEE(R)</td>
<td>$1,61</td>
</tr>
<tr>
<td>FEE(R) = HOURLY RATE x FEE(R) (as %)</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

**Calculation for Multiples:**

- **$1,00**
- **$250**
- **$500**
- **$750**
- **$1,000**

**MAXIMUM BILLING RATE:**

- **$2,00**
### Professional Services Agreement

**Exhibit 1**

**SALARY COSTS**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE (BBD)</th>
<th>MULTIPLIER</th>
<th>MAXIMUM BILLING RATE (BBD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Project Manager</td>
<td>$110.06</td>
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<td>$286.00</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$89.09</td>
<td>2.65</td>
<td>$231.94</td>
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<td>2.65</td>
<td>$215.34</td>
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<tr>
<td>Construction Manager</td>
<td>$87.00</td>
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<tr>
<td>Assist. Project Manager</td>
<td>$93.92</td>
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<td>Senior BPR</td>
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<td>$131.92</td>
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**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM BILLING RATE.

The multiplier #7.6 is calculated as follows:

For calculation purposes only, multiply the hourly rate by 7.6. Enter the total in the table above.

Only use numbers with a maximum of 2 decimal places (e.g., 2.12, 3.14, 2.45).

### Additional Information

- **OVERHEAD = HOURS RATE X OVERHEAD (as %)**
- **FRINGE = HOURS RATE X FRINGE (as %)**
- **PROFIT = HOURS RATE X OVERHEAD + FRINGE X PROFIT (as %)**
- **MAXIMUM BILLING RATE**

**Multiplier** 2.45
## Exhibit 1

### Professional Services Agreement

**SALARY COSTS**

**Project No:** 213309001

**Project Title:** Professional Consultant Services for Fitch Landfill-Infill

**Airport Area and North Fork Airport, Existing Projects**

**Prime Consultant:** Carters and Associates Architects, P.A.

**Sub Consultant:** Miller, Legg & Associates, Inc.

### Fill In/Position As Applicable

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### Note:

All invoices must reflect actual hourly rates up to the maximum.

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**ONLY use numbers with a maximum of 2 decimal places (e.g., 5.28 = 5.28)**

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For calculation purposes only, MAXIMUM HOURLY RATE = $1.

Entering the 50% below will automatically calculate the multiplier and insert it in the table above.
### SALARY COSTS

**Project No:** Z1224892P1  
**Project Title:** Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects  
**Prime Consultant:** Cartaya and Associates Architects, P.A.  
**Sub Consultant:** RS&H, Inc.

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NOTE: ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

Multiplier of 2.80 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the table above.

ONLY use numbers with a maximum of 2 decimal places (XXX.XXX - XXX.XXX)

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<tr>
<td>FRINGE = HOURLY RATE X FRINGE (XXX)</td>
<td>61.89</td>
</tr>
<tr>
<td>PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (XXX)</td>
<td>4.30</td>
</tr>
</tbody>
</table>

MAXIMUM BILLING RATE $2.80

Multiplier 2.80

rev 9.3.14
# Professional Services Agreement

**EXHIBIT B**

**SALARY COSTS**

Project No: Z1234002

Project Title: Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects

Prime Consultant: Cartaya and Associates Architects, P.A.

Sub Consultant: Tierra South Florida, Inc.

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE ($/HR)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>MAXIMUM BILLING RATE ($/HR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$77.09</td>
<td>2.73</td>
<td></td>
<td>$210.48</td>
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<tr>
<td>Senior Engineer</td>
<td>$54.65</td>
<td>2.73</td>
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<td>$149.19</td>
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<tr>
<td>Project Manager</td>
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<td>Project Engineer</td>
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<tr>
<td>Senior Technician (CADD)</td>
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<tr>
<td>Junior Technician</td>
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<td>2.73</td>
<td></td>
<td>$68.25</td>
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<tr>
<td>Secretary</td>
<td>$22.12</td>
<td>2.73</td>
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<td>$60.39</td>
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</tbody>
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**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM

Multiplier of 2.73 is calculated as follows:

For calculation purposes only, MAXIMUM HOURLY RATE = $1

Entering the % below will automatically calculate the multiplier and insert it in the table above.

| OVERHEAD = HOURLY RATE X OVERHEAD (%) | $110.40 | $1.10 |
| FRINGE = HOURLY RATE X FRINGE (%)    | $37.77  | $0.38 |
| PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (%) | 10.00 | $0.25 |

| MAXIMUM BILLING RATE | $2.73 |

| Multiplier | 2.73 |
# Professional Services Agreement

**EXHIBIT R**

**SALARY COSTS**

**Project No:** Z1294613P1  
**Project Title:** Professional Consultant Services for Port Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects  
**Prime Consultant:** Garlady and Associates Architects, P.A.  
**Sub Consultant:** Valencourt International, LLC

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY RATE ($/HR)</th>
<th>X</th>
<th>MULTIPLIER</th>
<th>= MAXIMUM BILLING RATE ($/HR)</th>
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<tr>
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<td></td>
<td>$40.00</td>
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</table>

**NOTE:** ALL INVOICES MUST REFLECT ACTUAL HOURLY RATES UP TO THE MAXIMUM  
Multiplier of 2.09 is calculated as follows:  
For calculation purposes only, MAXIMUM HOURLY RATE = $1  
Enter the % below will automatically calculate the multiplier and insert it in the table above.  

<table>
<thead>
<tr>
<th>( \text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (00)}) %</th>
<th>( \text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (00)}) %</th>
<th>( \text{PROFIT} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{PROFIT (00)}) %</th>
<th>MAXIMUM BILLING RATE</th>
<th>Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>0.00</td>
<td>10.00</td>
<td>$2.09</td>
<td>2.09</td>
</tr>
</tbody>
</table>

ONLY use numbers with a maximum of 2 decimal places (XX.XX - XXX.XX - XXX.XX)
## EXHIBIT B-1
### KEY STAFF

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cartaya and Associates Architects, P.A. – Principal in Charge</td>
</tr>
<tr>
<td>2</td>
<td>Cartaya and Associates Architects, P.A. – Sr. Project Manager (Architecture)</td>
</tr>
<tr>
<td>3</td>
<td>Cartaya and Associates Architects, P.A. – Project Manager</td>
</tr>
<tr>
<td>4</td>
<td>Cartaya and Associates Architects, P.A. – Project Architect</td>
</tr>
<tr>
<td>5</td>
<td>Miller Legg and Associates, Inc. – Project Engineer (Environmental)</td>
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<tr>
<td>6</td>
<td>RS&amp;H – Project Manager (Building Engineering)</td>
</tr>
<tr>
<td>7</td>
<td>RS&amp;H – Project Engineer (Civil Engineering)</td>
</tr>
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**EXHIBIT C**

**SCHEDULE OF SUBCONSULTANTS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Firm Name</th>
<th>Discipline</th>
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<tbody>
<tr>
<td>1.</td>
<td>AirQuest Environmental, Inc.</td>
<td>Environmental Investigations</td>
</tr>
<tr>
<td>2.</td>
<td>CMS – Construction Management Services, Inc.</td>
<td>Cost Estimating and Scheduling</td>
</tr>
<tr>
<td>3.</td>
<td>CTS Engineering, Inc.</td>
<td>Transportation Data Collection Services</td>
</tr>
<tr>
<td>4.</td>
<td>Delta G Consulting Engineers</td>
<td>Building Engineering</td>
</tr>
<tr>
<td>5.</td>
<td>HDR, Inc.</td>
<td>Fueling Systems Design</td>
</tr>
<tr>
<td>8.</td>
<td>RS&amp;H, Inc.</td>
<td>Building Engineering, Civil Engineering, Transportation and Traffic Engineering</td>
</tr>
<tr>
<td>10.</td>
<td>Valancourt International, LLC</td>
<td>Signage and Wayfinding</td>
</tr>
</tbody>
</table>
Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title: Z1224902P1 Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects

Proposer/Offeror Name: Cartaya and Associates Architects, P.A.
Address: 2400 E. Commercial Boulevard, Suite 415 City: Fort Lauderdale State: FL Zip: 33308
Authorized Representative: Manuel M. Cartaya Phone: 954-771-2724

CBE Subcontractor/Supplier Name: Cartaya and Associates Architects, P.A.
Address: 2400 E. Commercial Boulevard, Suite 415 City: Fort Lauderdale State: FL Zip: 33308
Authorized Representative: Manuel M. Cartaya Phone: 954-771-2724

A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the proposer/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the proposer/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>NAICS*</th>
<th>CBE Contract Amount†</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture</td>
<td>541310, 541320, 541340, 541310, 236118</td>
<td></td>
<td>47%</td>
</tr>
</tbody>
</table>

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

[Signature] [Signature] [Signature] [Signature]
President President President President

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.
In the event the proposer/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
CBE Letter of Intent July 2012
**EXHIBIT C-1**

**Letter of Intent CBE**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP No. Z1224902P1</td>
<td>Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects</td>
</tr>
</tbody>
</table>

Proposer/Offeror Name: Cartaya & Associates Architects P.A.

Address: 2400 E. Commercial Boulevard, Suite 415 City: Fort Lauderdale State: FL Zip: 33308

Authorized Representative: Maria Cartaya, President Phone: (954) 771-2724

CBE Subcontractor/Supplier Name: CMS-Construction Management Services, Inc.

Address: 10 Fairway Drive, Suite 391 City: Deerfield Beach State: FL Zip: 33441

Authorized Representative: Keith Emery, President Phone: (954) 481-1611

A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

B. By signing below, the proposer/offeror is committing to utilize the above-named CBE to perform the work described below.

C. By signing below, the above-named CBE is committing to perform the work described below.

D. By signing below, the proposer/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>NAICS*</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Estimating and Scheduling</td>
<td>541511</td>
<td></td>
<td>1.01%</td>
</tr>
</tbody>
</table>

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

(Signature) [Signature]

Proposer/Offeror Authorized Representative

(Title) [Title]

President [President]

May 12, 2014 [Date]


† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CBE Letter of Intent July 2012

Rev 12-24-13
Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title:
Z1224902P1 Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects

Proposer/Offeror Name: Cartaya & Associates Architects P.A.
Address: 2400 E. Commercial Blvd. No 415 City: Fort Lauderdale FL Zip: 33308
Authorized Representative: ____________________________________ Phone: ----------

CBE Subcontractor/Supplier Name: AirQuest Environmental, Inc.
Address: 6951 SW 45th Street City: Fort Lauderdale FL Zip: 33314
Authorized Representative: Traci-Anne Boyle, President Phone: 954/792-6459

A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the proposer/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the proposer/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS*</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Consulting Services</td>
<td>541620</td>
<td></td>
<td>11</td>
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</table>

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

Signature: ___________________________ President: ____________________________________ Date: 1/24/13

Proposer/Offeror Authorized Representative

Signature: ___________________________ President: ____________________________________ Date: 5/14/14

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.
In the event the proposer/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CBE Letter of Intent July 2012

Rev 12-24-13
**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each CBE firm)

**Solicitation Number:** Z1224902P1  
**Project Title:** Professional Consultant Services for FLL and HWO, Building Projects

**Bidder/Offeror Name:** Cartaya and Associates Architects, P.A.  
**Address:** 2400 E. Commercial Blvd, Suite 415  
City: Fort Lauderdale  
State: FL  
Zip: 33308  
**Authorized Representative:** Mario Cartaya, President  
Phone: 954-771-2724

**CBE Subcontractor/Supplier Name:** Delta G Consulting Engineers  
**Address:** 707 NW 3rd Ave, Suite 200  
City: Fort Lauderdale  
State: FL  
Zip: 33304  
**Authorized Representative:** George San Juan, President  
Phone: 954-527-1112

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.

C. By signing below, the above-named CBE is committing to perform the work described below.

D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS Code</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Design</td>
<td>541330</td>
<td></td>
<td>1%</td>
</tr>
</tbody>
</table>

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Subcontractor/Supplier Authorized Representative**  
(Title)  
(Date)

**Bidder/Offeror Authorized Representative**  
(Title)  
(Date)

---

1 Visit [http://www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/) to search. Match type of work with NAICS code as closely as possible.

1 To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
EXHIBIT C-2  
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

Contract No. _______________
Project Title ____________________________

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant has paid all subconsultants and suppliers all undisputed contract obligations for labor, services, or materials provided on this project through __________, 20__.

2. The following subconsultants and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

<table>
<thead>
<tr>
<th>Subconsultant/Supplier name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
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<tbody>
<tr>
<td></td>
<td>______________</td>
<td>________________</td>
</tr>
<tr>
<td></td>
<td>______________</td>
<td>________________</td>
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<tr>
<td></td>
<td>______________</td>
<td>________________</td>
</tr>
<tr>
<td></td>
<td>______________</td>
<td>________________</td>
</tr>
</tbody>
</table>

Dated ____________, 20__

Consultant

By _____________________________  By _____________________________
(Signature) (Name and Title)

STATE OF __________________________
COUNTY OF __________________________

Acknowledged before me this _____ day of ________________, 20__, by _____________________________ who is personally known to me or who has produced _____________________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of ________________, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: (Serial number, if any)

RFP Z1224902P1, BUILDING PROJECTS  Page 109 of 137  BCF #404 (Rev. 01.02.15)
MONTHLY (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract Amount:</th>
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<tbody>
<tr>
<td>Project Description:</td>
<td>Project Completion Date:</td>
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</tr>
<tr>
<td>Prime Contractor:</td>
<td>Period Ending:</td>
<td>Amt. Paid to Prime:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone#: ( )</td>
<td>Fax#: ( )</td>
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</tbody>
</table>

SUBCONTRACTING INFORMATION

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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</tr>
</tbody>
</table>

Total Amount Paid to Subcontractors to Date:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature: ____________________________  Title: ____________________________  Date: ____________________________

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR
# FINAL (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #</th>
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<th>Project Completion Date</th>
<th>Prime Contractor</th>
<th>Period Ending</th>
<th>Amt. Paid to Prime</th>
<th>Contact Person</th>
<th>Telephone#</th>
<th>Fax#</th>
</tr>
</thead>
</table>

## SUBCONTRACTING INFORMATION

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid to Date</th>
</tr>
</thead>
</table>

Total Amount Paid to Subcontractors to Date:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge:

Signature: ____________________________ Title: __________________ Date: __________________

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

[OESBD Compliance Form 2009-MUR-F]
**EXHIBIT D**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
BB&T-Oswald Tripe and Company
2400 N Commerce Pkwy, Ste 204
Weston, FL 33326
954 389-1289

**INSURED**
Cartaya & Asso Architects P.A.
Marlo Cartaya, Jr
2409 E Commercial Blvd., #201
Ft. Lauderdale, FL 33308

**COVERAGES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
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<td>6604220N20A</td>
<td>04/13/2015</td>
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<tr>
<td></td>
<td>Commercial General Liability</td>
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**C**

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<tr>
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<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
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<td>04/13/2015</td>
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<td></td>
<td>SLA Coverage</td>
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<td>$5,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Broward County Aviation Department is named as additional insured with respect to general liability policy.

**CERTIFICATE HOLDER**

Broward County Aviation Dept
Attn: Capital Improvements Project
2200 SW 45th Street, Suite #101
Dania Beach, FL 33312

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

**ACORD 25 (2016/05)**

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**ALYA**

RFP Z1224902P1, BUILDING PROJECTS Page 112 of 137 BCF #404 (Rev. 01.02.15)
EXHIBIT E

Work Authorization No. ____________ RLI/RFP No. ____________

Consultant:  
Project No.:  
Project Title:  
RLI/RFP Title:  
Facility Name:  

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and ____________, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on ____________. Except as provided for herein, nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County. This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of ________ (__) calendar days. This Work Authorization shall not extend beyond the Agreement term without the approval of the Board of County Commissioners, unless expressly provided for in the Agreement. [INSERT IF APPLICABLE - In accordance with Article 4 of the Agreement, this Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.]

In consideration of the County’s issuance of, payment under and the grant of _____ days for completion of the Work in this Work Authorization, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for events actions occurring prior to execution of this Work Authorization.

Budget Requisition Number Aviation Department Division  

Fee Determination: Payment for services under this WA shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Lump Sum</th>
<th>Maximum Amount Not-to-Exceed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
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<tr>
<td>Reimbursable</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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</tbody>
</table>

County  
Recommended by:  

Broward County  

Project Manager Date Contract Administrator Date  

Consultant  

Attest:  

☐President ☐Vice President Date:  

Secretary Date  

Corporate Seal  

RFP Z1224902P1, BUILDING PROJECTS  

Page 113 of 137  

BCF #404 (Rev. 01.02.15)
EXHIBIT F
OPTIONAL SERVICES

See Exhibit A, Scope of Work
## APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Broward County Aviation Department  
2000 SW 45th Street  
Dania Beach, Florida 33312  

From Consultant:  

Date:  
Period To/From:  
RLI No:  
Project Name:  
Work Authorization No:  
Request for Payment No:  
NTP Date:  

Vendor Code:  
P.O. No:  

### CONSULTANT'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Completion Sheet - Schedule of Values Form is attached.

1) Original Contract Sum  
2) Net Change by Change Orders, Amendments  
3) Contract Sum To Date (Line 1+2)  
4) Total Completed and Stored to Date  
   (Column G on Schedule of Values Form)  
5) Retainage:  
   a) ___% of Completed Work  
   b) ___% of Stored Material  
   (Columns D+E)  
6) Total Retainage  
   (Line 5a + 5b or Total in Column M)  
7) Less Previous Applications for Payment  
   (Line 6 from prior Certificate)  
8) Current Payment Due  
9) Balance to Finish, Including Retainage  
   (Line 3 less Line 6)

<table>
<thead>
<tr>
<th>Change Order, Amendments Summary</th>
<th>Amounts</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved to date by Owner</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total approved to date</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>NET CHANGES by Change Order, Amendments</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

The undersigned Consultant certifies that to the best of the Consultant's knowledge, information and belief, the work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Consultant for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONSULTANT**  
By:  
Date: 1/0/1980  

State of: Florida  
County of: Broward  
Subscribed and sworn to before me this day of My Commission Expires

**OWNER: BROWARD COUNTY AVIATION DEPARTMENT, CONTRACT ADMINISTRATOR**  
By:  
Name:  
Date:  

This Certificate is not negotiable. This AMOUNT CERTIFIED is payable only to the Consultant named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Consultant under this Contract.
### PAYMENT REQUEST - SCHEDULE OF VALUES, SUBCONSULTANT

<table>
<thead>
<tr>
<th>BANK NO</th>
<th>PAY No</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>PYT VALUE</th>
<th>PAYMENT AMOUNT ISSUED</th>
<th>TOTAL AMOUNT ISSUED</th>
<th>TOTAL AMOUNT ISSUED TO DATE</th>
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</table>

**TOTAL FOR PAYMENT PERIOD:**

- **Subtotal:** $1200
- **Total Approved for Payment:** $1200
- **Total Authorized:** $1200

**RESUBMITTED:**

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<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>PYT VALUE</th>
<th>PAYMENT AMOUNT ISSUED</th>
<th>TOTAL AMOUNT ISSUED</th>
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</thead>
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</tbody>
</table>

**TOTALS FOR ALL PAYNOs:**

- **Total for All:** $1200
- **Total Approved for Payment:** $1200
- **Total Authorized:** $1200
**EXHIBIT "J"**

**BROWARD COUNTY AVIATION DEPARTMENT**

**AIRPORT DEVELOPMENT /CIP DIVISION**

**TRAVEL AUTHORIZATION REQUEST**

**AIRPORT PROJECT - RFP#**

Prime Consultant: 

**PURCHASE ORDER No.**

<table>
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<tr>
<th>DATE</th>
<th>EMPLOYEE</th>
<th>CONSULTANT/CONTRACTOR</th>
<th>PROJECT COST CODE</th>
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<tbody>
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**PURPOSE OF TRIP:**

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**ARRIVAL INFORMATION**

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**RETURNING INFORMATION**

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<th>ORIGIN</th>
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**ESTIMATED TRAVEL EXPENSES**

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<td>HOTEL (ed. @$140/day)</td>
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<td>MEALS ( @$50/day)</td>
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<td>TAXI</td>
<td>$</td>
<td>$</td>
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<tr>
<td>RENTAL CAR (Min Van Required)</td>
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<tr>
<td>OTHER (Parking/Taxis/Airline/Hotel Change Fee)</td>
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<td><strong>TOTALS:</strong></td>
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**APPROVAL AMOUNT:** $-

**PROPOSED LENGTH OF TRIP:** XXXX DAYS

**APPROVED**

**DENIED**

__________________________
PROJECT MANAGER

__________________________
DATE

__________________________
DATE

__________________________
CONTRACT ADMINISTRATOR APPROVAL

__________________________
DATE
EXHIBIT K
Weekly Time Sheet
(Must Contain the Following Information)

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<th>TUES</th>
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<th>THUR</th>
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<th>SAT</th>
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<th>MULT. RATE</th>
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Total
I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

During the performance of this contract, the Consultant/Contractor/Tenant/Concessionaire/Lessee/Permittee/Licensee for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

(a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subconsultants, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
(e) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable
the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. NONDISCRIMINATION - 49 CFR PART 26

Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.
ATTACHMENT II

PROVISIONS PERTAINING TO AIRPORT PROJECTS
ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

1. SECURITY

Airport Security Program and Aviation Regulations.
Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subconsultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. The consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable
Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) **Operation of Vehicles on the AOA:** Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver’s licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) **Consent to Search/Inspection:** The consultant/contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any subconsultant/subcontractor.

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.
2. **PROHIBITED INTERESTS**

If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

3. **RECORDS**

Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the "Retention Period" (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The "Retention Period" shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated.
and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. PROTECTION OF RECORDS

Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in consultant's/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/contractor in conjunction with this Agreement.

5. BREACH OF CONTRACT TERMS - SANCTIONS

Any violation or breach of the terms of this contract on the part of the consultant/contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. RIGHT TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and

b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the consultant/contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant/contractor may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the County if the consultant/contractor learns that its certification or that of a subconsultant/subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant/contractor or subconsultant/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant/contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8. TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF $10,000)

a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have
been accumulated in performing this contract, whether completed or in process, delivered to the County.

b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/contractor shall be liable to the County for any additional cost occasioned to the County thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT)

The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. RESTRICTIONS ON LOBBYING

The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to
influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS**

If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within thirty (30) business days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

A finding of non-payment is a material breach of this contract. County may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due subconsultant/subcontractor. The presence of a "pay when paid" provision in a contract shall not preclude County inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its subconsultant/subcontractor or supplier. The consultant/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.
Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant/Contractor must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's contract administrator or the project manager designated to approve or deny such requests.

(A) General Requirements:

1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The Consultant/Contractor shall expect to produce three primary sets of electronic deliverables:

   • CAD – Engineering Design Drawings
   • GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
   • PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:

1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD's choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant/Contractor will be required to ensure that
all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

2) Target OS platform: Windows operating system.

3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs Target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.

4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.

5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.

6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform/match those already in place or generated to create such links.

7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

8) All CAD and GIS files shall meet FAA/NGS spatial accuracy requirements and be georeferenced as follows:

   North American Datum (NAD) 83, HARN, US Survey Feet
   State Plane Coordinate System, Florida East Zone
   North American Vertical Datum (NAVD) 88, US Survey Feet

9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.
(C) Standards:

1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.

2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.

3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
   a) All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
   b) All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

4) Layering:
   a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
   b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
   c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

5) Attribute Definitions:
   a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.

6) Conformance:
   a) Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
b) No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

(D) Non-CAD/GIS Graphic Format:

1) Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats. Photos shall be geotagged in accordance with BCAD standards, if applicable.

(E) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
4) The external label for each electronic digital media shall contain, as a minimum, the following information:
   a) The Project Number, Project Title and date
   b) The Facility Name
   c) The format and version of operating system software
   d) The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media
   e) The sequence number of the digital media
   f) A list of the filenames
   g) All requirements to meet or exceed FAA and BCAD standards
5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
   a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
   b) Make sure all reference files are attached without device or directory specifications.
   c) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
   d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
   e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications.
   f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
   g) Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

1) Provide the following information for each finished drawing:
   a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
   b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
   c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
   d) Layer assignments and lock settings.
   e) Text fonts, line styles/types used, and GIS layer file settings.
   f) Any additional information per FAA ACs and BCAD standards.

(H) Submittal:

1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
   a) The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
   b) Brief instructions for transferring the files from the media.
   c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator’s name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
   d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

   (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
   (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
   (3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
   (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
   (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.
   (6) All metadata per BCAD, FAA, FDOT, or other entity standards.

(I) Ownership:

   1) County will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.
   2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
   3) BCAD will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

5) All files/drawings shall be furnished to BCAD upon request from BCAD.

6) No portion of any "application" (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

(J) BCAD-Furnished Materials to the Consultant/Contractor:

1) BCAD and Consultant/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:
   a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.
   b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.
   c) Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.
   d) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.

(K) Other Digital Information:

1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors; BCAD's commissioning authority, local jurisdictional authorities and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.