

# jetBlue



**REQUEST FOR PROPOSALS**

**DESIGN PROFESSIONAL SERVICES**

**FOR**

**JETBLUE AIRWAYS CO.**

**FORT LAUDERDALE TERMINAL 5**

**AT**

**FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL)**

Issue Date: **January 6<sup>th</sup>, 2022**

RFI Deadline: **January 21<sup>st</sup>, 2022**

Submission Deadline\*: **February 7<sup>th</sup>, 2022**

*\* Late submittals will not be accepted*

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Based on an Addendum to the Signatory Terminal Building Lease Agreement Between Broward County (“County”) and JetBlue Airways Co. (“JetBlue”) (hereafter referred to as “the Addendum”), JetBlue will administer and oversee the design and construction of Terminal 5 at Fort Lauderdale-Hollywood International Airport (“Project” or “the Project”). The Project consists of a two-level, 5-gate domestic concourse with the corresponding ticketing, inbound and outbound baggage processing, security screening checkpoint, retail and food/beverage concessions along with the corresponding support spaces, public spaces and circulation including two separate elevated pedestrian bridges, building systems, and other airport/airline/building support spaces necessary for operating T5.

The Project is located to the east of Terminal 4 and Concourse G, in the general location of the existing G-ramp aircraft remote parking positions. Terminal 5 will have a fixed connection (secure and/or non-secure) to Terminal 4/Concourse G. The Project also includes the replacement of the existing remote aircraft parking positions at a new location to the south of Concourse G, along the mechanically stabilized earth (MSE) wall supporting the south runway. These positions are needed to restore the aircraft parking positions being displaced by Terminal 5.

The Project will provide five (5) contact gates sized for Airplane Design Group (ADG) III aircraft, represented by the B737-900 and Airbus A-321 aircraft; additionally, the two southernmost ADG III positions will be designed to accommodate one (1) wide body aircraft (having a length up to 224 feet - this length limitation, resulting in a three narrow body plus one wide body parking configuration, avoids impacts to the aircraft parking capacity for existing Gate G3). The Project also includes private and commercial vehicle terminal curb fronts, as well as an access roadway system that would connect to the existing, lower (arrivals) level roadway and outbound roadway system.

Pursuant to Florida Statutes, Chapter 287.055 (Consultants’ Competitive Negotiations Act), JetBlue is now soliciting Proposals for Design Services (“Proposer”) to the Project provide architectural and engineering design documents, construction documents, and construction administration for the design and construction of the Project in a timely and cost-effective manner. This is a Non- Continuing Contract where professional services are needed for a construction project where the estimated construction cost exceeds \$4,000,000.

Section I of this Request for Proposal (RFP) describes the Schedule and Selection Process. Section II provides detail on the Scope of Design Services being requested under this RFP. Finally, Section III provides detailed information on the Proposer’s Submittal requirements.

**SECTION I: PROPOSAL SCHEDULE AND SELECTION PROCESS**

JetBlue Airways Co. is soliciting proposals from firms (“Proposer”) to provide the services as detailed below for the Project. **DO NOT ASSUME THAT RESPONSES PROVIDED TO A PREVIOUS BROWARD COUNTY SOLICITATION IS ADEQUATE TO MEET THE REQUIREMENTS OF THIS SOLICITATION.** The following timeline, which is subject to change, shall govern the submittal and selection process:

**Evaluation and Award Schedule**

	<u>Event</u>	<u>Date</u>
1.	RFP Advertisement Published _____	01/06/22
2.	Final RFIs from Proposers about scope or approach_____	01/21/21, 5pm, ET
3.	Proposal Due Date_____	02/07/22, 5pm, ET
4.	Opening or proposals_____	02/07/22
5.	Evaluation of Proposals_____	02/11/22
6.	Presentations_____	02/17/22
7.	Negotiations _____	02/21/22 – 3/3/22
8.	Anticipated Notice to Proceed and commencement of work_____	03/7/22

Unless otherwise notified and with the exception of the Evaluation of Proposals and Presentations, all public meetings will be held via video conference on Microsoft Teams.

Please refer to <http://www.broward.org/Commission/Pages/SunshineMeetings.aspx> for exact sunshine meeting dates and times.

**Process**

The Selection Committee (“SC”) will consist of one (1) representative from Broward County Aviation Department and two (2) representatives from JetBlue Airways Co. The SC shall meet to evaluate the proposals for responsiveness and responsibility, as set forth below:

Required Forms (including cover letter)	
Signatures	
Certifications	
Notarizations	
Proof of Required Licenses	
Disclosure of Interested Persons	
Completion and submittal of Letter of Intent/Application and Evaluation of Good Faith Efforts to meet County Business Enterprise (CBE) participation goal	
Financial Information	
Litigation/Claims History	
Debarment or removal from JetBlue Airways Co./BCAD Vendor List	
If any exist, a final decree, declaration or order by a court, administrative hearing officer, or other tribunal that the proposer has breached or failed to perform a contract	
Performance history on contracts with JetBlue Airways Co. and County	

“Responsibility” criteria includes the ability to achieve, or make good faith efforts to achieve, the required CBE participation goal established by the Broward County Office of Economic and Small Business Development (“OESBD”). To meet the CBE participation goal, all firms utilized on the Project must be certified by OESBD. The certified firm directory is available on the Internet at [www.broward.org/econdev](http://www.broward.org/econdev). JetBlue requires Proposers to complete and submit the Letters of Intent attached as Attachment B. If these submittals reveal that any Proposer has not achieved the required CBE participation goal, the Proposer shall complete and submit Attachment C. OESBD will determine whether the Proposer made good faith efforts to meet the goal in accordance with the factors listed in the Broward County Business Opportunity Act of 2012 (Section 1-81, et seq., Broward County Code of Ordinances). A Proposer shall be considered non-responsible unless it has satisfied the required CBE participation goal or demonstrated good faith efforts to satisfy the goal.

If the Proposer is a joint venture, all information provided should be for the joint venture and each of the venture partners. To the extent the successful Proposer is a joint venture or is otherwise providing services under a teaming agreement with another company or companies, JetBlue may require one or more of the venture entities to provide JetBlue a guarantee by that venture entity in favor of JetBlue, guaranteeing performance of all services and financial viability to perform on the Program. A joint venture is also required to provide with its response a Statement of Authority

indicating that the individual submitting the joint venture proposal has the legal authority to bind the joint venture.

Upon receipt, all proposals shall be deemed “public records” and subject to disclosure consistent with Chapter 119, Florida Statutes. Any claim of confidentiality on financial statements or other materials must be asserted at the time of submittal and submitted in a separate bound document labeled “Name of Proposer, Attachment to Proposal Package, RFP name - Confidential Matter”. The Proposer must identify the specific statute that authorizes the exemption from the Public Records Law. Failure to provide this information at the time of submittal may result in a determination that the proposal is non-responsive. Furthermore, Proposer’s failure to provide the information as instructed may lead to the information to becoming public.

As provided under the requirements for “Contents of the Response” Tab 6(d), page 35, each Proposer shall disclose any JetBlue or County officer or employee, or any “relative” of any such officer or employee (as “relative” is defined in Section 112.3135(1)(d) of the Florida Statutes) who is an officer or director of, or has a material interest in, the Proposer’s business and who is in a position to influence the procurement. Additional information as to the contents of the disclosure is provided in the requirements for “Contents of the Response”, Tab 6(d). Proposers should use County Non-Collusion Statement Form for any responses.

After determinations of responsiveness and responsibility and following scoring, the SC shall select at least three (3) Proposers to appear before the SC on February 17th, 2022 to discuss, and at the SC’s option, make presentations regarding their qualifications, approach to the Program, and ability to furnish the required services; provided, however, that the SC may conduct discussions with, and require presentations by, fewer than three (3) Proposers, if fewer than three (3) Proposers submitted proposals, or if fewer than three (3) Proposers were deemed “responsive” and “responsible” by the SC. The SC shall score the Proposers for ranking in order of preference, based on the following criteria.

***Price shall not be considered as a factor in the evaluation or ranking of the proposers.***



# Evaluation Criteria

## 1. Ability of Professional Personnel (Max 20 points)

1 a. Describe the proposed Designer qualifications and experience in delivering innovation and excellence in passenger focused designs and operating initiatives in all aspects of terminal projects at large hub airports.

Also describe PM qualifications and experience in working with a CMR to deliver schedule driven design deliverables on time.

**Points Value: 8**

1 b. Provide organizational charts demonstrating the consultant team structure identifying all disciplines for the design of the Project including but not limited to: Project Management, Architecture, Interior Design, Lighting Design, Fire Protection, Blast Analysis, Structural Engineering, Civil Engineering, Transportation and Traffic Engineering, Plumbing, Mechanical Engineering, Electrical Engineering, Telecommunication and Data Engineering, Geotechnical Engineering, Civil Engineering, Land Surveying and Mapping, Landscape Architecture, Material Testing, Cost Estimating, Environmental Protection, Inspection Support Services, Leadership in Energy and Environmental (LEED) accredited professional services.

**Points Value: 5**

1 c. Describe the relevant qualifications, licenses and experience of the proposed key staff members from the Consultant Team and their demonstrated experience and performance on similar projects at large hub airports in similar roles being proposed for the design of the Project.

**Points Value: 7**

**Resumes/qualification summaries are limited to two (2) pages per staff member**

## **2. Project Approach** *(Max 35 points)*

Describe the Prime Consultant's project approach demonstrating how the proposed consultant team will design all the Terminal 5 (T5) Program components identified in the RFP. The Project approach should include:

- A detailed management approach and abilities to work with multiple subconsultants/stakeholders including working with the Project Manager Office (PMO), JetBlue Project Manager and the Construction Manager At Risk (CMR).
- A detailed approach to obtain all the necessary permits and approvals with the following regulatory agencies/divisions: Broward County Building Code Compliance South Florida Water Management District (SFWMD), Broward County Environmental Services (BCS) and Growth Management Department (BCEPGMD), Florida Department of Transportation (FDOT), Federal Aviation Administration (FAA), Broward County Water and Wastewater Services (BCWWS), Federal Emergency Management Agency (FEMA), and Florida Department of Environmental Protection (FDEP).
- A detailed approach to the willingness to meet time and budget requirements of the project

**Points Value: 35**

## **3. Project Innovation** *(Max 25 points)*

Provide innovative ideas with high level plans for maximizing the value of the Project and/or enhancing the customer experience without increasing cost and/or changing the functional space program of the building and the Projected use of the road system.

Provide innovative ideas to streamline the schedule and minimize the risk of Enabling Work/Early Packages impacting the schedule

**Points Value: 25**

## **4. Past Performance** *(Max 15 points)*

4a. Describe Prime Consultant's experience with large hub airport terminal projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past ten years.

If applicable, identify where the Prime Consultant fast-tracked project schedules.

**Points Value: 10**

4b. A minimum of three similar project references at large hub airports) should be provided by the Prime Consultant. Prime Consultant should provide references for similar work performed to show evidence of qualifications and previous experience.

Volume of work previously awarded to each firm by the agency/JetBlue

**Points Value: 5**

Provide the location of the office that the Project will be managed out of.

Provide the proposed key staff's office location, current workload or backlog of future work and explain how the office location and workload will not impact the key staff's ability to be meet the design deliverable schedule of the T5 Program.

**Points Value: 5**

JetBlue will undertake negotiations on for a contract with the first-ranked Proposer at a price that JetBlue determines is fair, competitive and reasonable. Such determination shall be based on a detailed analysis of the costs of the services in relation to their scope and complexity.

The following Items are required at negotiations:

1. Proposed design schedule including construction services;
2. Staffing projections required for the duration of design and construction services;
3. Employee rate schedule indicating raw rate, fringe %, OH %, profit % and billing rate;
4. A detailed list of all anticipated reimbursable expenses, including LEED fees;
5. If the Proposer is a joint venture, a guarantee by the venture entity (as designated by JetBlue) guaranteeing performance of **all services** and **financial viability** to perform on the Program.

**Any persons or entities involved in the development of this RFP, the solicitation or evaluation of proposals, or any other activity pertinent to the RFP are prohibited from competing for, or participating in, any contracting opportunities related to this RFP.**

**Evaluation and Award Process Requirements.**

The Proposer selected through this RFP will be required to execute attachment C1 and C2. JetBlue for the Project. A copy of the Design Professional-specific agreement is attached hereto as Attachments Z-1 and Z-2. Each of the responding proposers shall certify in its submittal that it has read and understands the terms of the agreement and that there are no exceptions taken to anyof the terms, conditions or specifications. If there are any exceptions taken to any of the terms, conditions, or specifications of the agreement, they must be clearly stated in the Proposal. If amutually acceptable contract cannot be executed after a reasonable time, JetBlue shall declare impasse and proceed to negotiate with the next-ranked proposer(s) in accordance with the procedures of the Addendum.

As a condition of Proposer's receipt of the Program Definition Document of this RFP, Proposer shall first execute and submit a Non-Disclosure Agreement. Additionally, due to the sensitive nature of FLL security and processing of international passengers and cargo, the Proposer, upon award of contract, shall sign a Non-Disclosure Agreement (NDA) prior to receipt of any plans or contract documents containing sensitive security information and any other information exempt from public disclosure.

**Rejection of Proposals.** The SC may vote to reject all proposals in furtherance of the best interests of the Project. Within ten (10) calendar days after rejection of all proposals, the County and JetBlue shall meet to determine whether: (1) to conduct a new solicitation; or (2) to terminate the Addendum.

**Public Meeting Requirement.** All meetings of the SC shall be publicly advertised, open to the public, and conducted virtually.

**Florida "Sunshine" Requirement.** From the time of appointment until submission of the SC's final ranking, the individual members of the SC shall only communicate with each other regarding any aspect of the RFP process at publicly-noticed and held meetings.

**Protest of RFP Specifications/Requirements.** Any Proposer aggrieved in connection with the competitive RFP process may file a protest with JetBlue as set forth below:

Any protest concerning the RFP specifications or requirements shall be submitted in writing to JetBlue within seven (7) calendar days from the issuance of the RFP, and shall include a brief statement of the facts and arguments upon which it is based. Failure to file a protest within the prescribed 7-day period shall constitute a waiver of the ability to protest such specifications or requirements.

**Protest of Decision of SC.** A protest arising from any decision or vote of the SC shall be submitted in writing to JetBlue within seven (7) calendar days after the decision or vote of the SC, and shall include a brief statement of the facts and arguments upon which it is based. Failure to file such protest within the prescribed 7-day period shall constitute a waiver of the ability to challenge such decision or vote of the SC.

**Arbitrator to Resolve Protests.** Within five (5) Business Days of receipt of a timely-filed protest under the above, JetBlue shall request the American Arbitration Association ("AAA") to appoint a single arbitrator from its Construction Panel to hear and resolve the protest in accordance with the AAA's Construction Arbitration Rules and Mediation Procedures. AAA shall appoint the arbitrator within five (5) Business Days of JetBlue's request. The arbitrator shall hear the protest in Broward County within ten (10) calendar days of his or her appointment, and shall render a written decision resolving the protest within ten (10) calendar days after the hearing. The arbitrator's authority shall not extend beyond hearing and resolving a RFP protest filed.

Prior to initiating a bid protest, the protestor shall present the BCAD Contract Administrator with a nonrefundable filing fee, in an amount of \$5,000.00, for the purpose of defraying the costs in administering the protest.

The filing of a timely protest as set forth above shall not stay the RFP process or negotiation or execution of the contract. The filing of a protest is an absolute condition precedent to instituting any action, suit or other proceeding in any judicial, administrative or other forum concerning the subject matter of the protest.

## **Compliance with Applicable Laws:**

Administration and oversight of the Project by Proposer is subject to and shall be performed in compliance with all applicable local, state, and federal laws, regulations and requirements (Applicable Laws) including, but not limited to, those promulgated by:

- a. **U.S. Department of Homeland Security, U.S. Customs and Border Protection (CBP)**, including but not limited to the requirements of the ***CBP's Airport Technical Design Standards for Passenger Processing Facilities*** and all federal law, codes and standards cited therein.
- b. **Transportation Security Administration (TSA)**, including but not limited to all TSA standards, codes, regulations and laws.
- c. **Federal Aviation Administration**, including but not limited to all FAA standards, codes, regulations and laws and circulars.
- d. **Broward County Aviation Department (BCAD)**, including but not limited to any aviation construction rules and regulations and FLL security requirements.
- e. The Design Professional shall coordinate and utilize existing BCAD models through the design phase.
- f. **Broward County** ordinances, codes and executive orders including but not limited to all building, zoning and construction codes.
- g. **State of Florida** laws, regulations and executive orders, including but not limited to those relating to design and construction and specifically including Consultants Competitive Negotiation Act (CCNA) 287.055, F.S.
- h. Chapter 119, Florida Statutes, under which all proposals become "public records".
- i. BCAD Aviation and Security Badging Requirements
- j. BCAD's Building Information Modeling ("BIM") Standard, Version One (dated September 26, 2013), and BCAD's Building Information Modeling ("BIM") Integration Plan (dated September 26, 2013) shall be used on the Project.
- k. Compliance with the LEED certification process, including documentation necessary to achieve a "LEED-certified" rating from the United States Green Building Code Council for the Project.
- l. Compliance with the Project Public Art requirements in accordance with Section 1-88 of the Broward County Code of Ordinances, and applicable County Administrative Code provisions.
- m. Compliance with Broward County's CBE Program, Broward County Code of Ordinances, Section 1-81 *et seq.*

## **SECTION II: SCOPE OF DESIGN SERVICES**

### 1. Program Components

The design services shall include, but not be limited to, the following items:

#### 1.1 Program Definition Document (PDD)

The Proposer will utilize the established Program Definition Document (PDD) as the foundation for design of the Project. The scope of the Project includes the following components:

- Enabling Work/Early Packages
- 180K SF Terminal 5 building structure and ramp aircraft parking
- 900' long multi-story passenger connector structure from Terminal 4 to Terminal 5
- Remote aircraft parking ramp
- Network of roadways to/from Terminal 5 and the airport roadway system
- New ground transportation center for Terminal 4 and Terminal 5
- Elevated pedestrian bridge structure between Terminal 5 and the Cypress Garage
- In-line hydrant fueling system for Terminal 5

#### 1.2 Enabling Work/Early Packages

Listed below are Enabling Work/Early Packages designs that are vital to the Project's critical path and therefore will be required to be completed at various stages of design, prior to the final design being completed.

1. Temporary Perimeter Road Connector
2. T5 Exit Bridge Ramp Foundations/Abutments
3. RON Parking
4. Site Clearing/Utilities
5. Environmental Remediation
6. T5 Building and T4/T5 Connector Bridge foundations
7. T5 Building and T4/T5 Connector Bridge curtain wall/glass
8. Other package(s) as recommended by CMR

#### 1.3 Terminal 5 Building Structure

Listed below is a summarization of the overall scope of the Project. The PDD will further define the scope of the work:

1. Curbside Operation
2. Ticket Counter Facilities
3. Airline Ticket Offices

4. TSA Security Checkpoint
  5. Outbound Checked Baggage Inspection System (CBIS)
  6. Baggage Make-Up
  7. Inbound Baggage Claim
  8. Concession Space
  9. Holdrooms
  10. Wayfinding
  11. Storage Space
  12. Airport Equipment, Electrical, IT Infrastructure and Space
  13. Wayfinding (including temporary signage)
  14. New Elevators and Escalators
  15. Passenger Boarding Bridge (PBB) installation, Pre-Conditioned Air, 400 Hz Ground Power
  16. Aircraft Parking Layout and Pavement Markings
  17. Related Enabling Projects inclusive of environmental
  18. Other terminal components as defined
- 1.4 Passenger Connection between Terminals 4 & 5
1. 900' long, 2-story walkway with moving sidewalks, providing a secure and non-secure walkway connection from Terminal 5 to Terminal 4
  2. Terminal 4 space modifications to accommodate walkway connector
  3. Passenger way finding
  4. Sterile passenger corridor from arrival level to lower level FIS facility
  5. HVAC, security, utilities
  6. Other components as required
- 1.5 Remote Aircraft parking for 8 Narrow Body Aircraft
1. Eight (8) ADG III aircraft parking positions against the north wall of the South Runway
  2. Taxiway markings for Terminals 4 & 5, including narrow & wide body aircraft
  3. Modification to all required Concourse G ramp markings
  4. Lighting and other utility requirements for new hardstand parking area
  5. Other components as required
- 1.6 Roadway Access to/from New Terminal 5
1. Design roadway access to T5 from Airport roadway system
  2. Design roadway access to/from Airport Exit Roadway to Perimeter Road

3. All roadway signage, lighting, utilities
  4. Develop new vehicle SIDA Access Gate 504
  5. All aspects of environmental work (drainage, storm water, etc.)
  6. Other components as required
- 1.7 Terminal 4/5 Ground Transportation Center
1. Develop a 1,200' Ground Transportation Center between Terminal 4 & Terminal 5
  2. Include multiple lanes for taxis, hotel shuttles, buses, as well as thru traffic
  3. Modifications to existing Terminal Roadway System
  4. All wayfinding, lighting, utilities, etc.
  5. All aspects of environmental work (drainage, storm water, etc.)
  6. Other components as required
- 1.8 Elevated Pedestrian Bridge from Terminal 5 to the Cypress Parking Garage
1. 250' elevated pedestrian bridge that interfaces with the Terminal 4/Terminal 5 Connector
  2. Create vertical circulation access from Terminal 4/Terminal 5 Connector
  3. Develop interface into the Cyprus Garage
  4. Wayfinding, utilities, HVAC, etc.
  5. Other components as required
- 1.9 Aircraft in Line Hydrant Fueling System
1. Design for an in-line fuel system for all Terminal 5 gates
  2. Include interface with existing in-line fueling system
  3. Other components as required



**1.10 Program Durations** It is estimated that the durations of the development, design and construction phases of the various components of the Project as defined in the PDD will be as follows: (The proposed design schedule includes PDD review.)

Component	Design		CMR Construction	
	Start	Duration	Start	Duration
Temporary Perimeter Road Connector	3/7/22	180 days	11/7/22	30 days
T5 Exit Bridge Ramp Foundations/Abutments	3/7/22	180 days	12/6/22	180 days
RON Parking	3/7/22	180 days	11/7/22	90 days
Site Clearing/Utilities	3/7/22	180 days	11/7/22	150 days
Environmental Remediation	3/7/22	180 days	11/7/22	150 days
T5 Building and T4/T5 Connector Bridge foundations	3/7/22	270 days	2/6/23	75 days
T5 Building and T4/T5 Connector Bridge Curtainwall/Glass	3/7/22	270 days	2/6/23	450 days
Terminal 5 Development	3/7/22	365 days	4/5/23	730 days
T4/T5 Connector Bridge	3/7/22	365 days	4/5/23	730 days
T5 Roadway Access	3/7/22	365 days	4/5/23	550 days
Ground Transportation Center	3/7/22	365 days	4/5/23	180 days
Pedestrian Bridge to Garage	3/7/22	365 days	4/5/23	730 days
T5 In Line Fueling System	3/7/22	365 days	4/5/23	180 days

It is JetBlue’s intent to work with the successful Proposer to produce documentation that enables early construction packages. Early Packages shall be 100% complete, permit ready and priceable by the CMR at the time of their delivery. The early construction packages will be released to the CMR for review, validation and pricing. This process will run concurrently with the review and approval process by the Contract Administrator. Once priced by the CMR and approved by the Contract Administrator, Early Packages will be negotiated in an IGMP and construction on them will commence prior to the completion of 90% design documents. In the event that the CMR identifies additional scope to be considered for Early Packages to meet the critical path of the Project, the successful Proposer shall treat such scope the same as other Early Packages and shall proceed to produce 100% complete, permit ready, priceable documents at the design deliverable stage recommended by the CMR.

During negotiations the successful Proposer shall submit a complete design schedule that incorporates the Design Components and the stages they will be at for each design deliverable.

The Proposer is responsible for ensuring that the design of all portions of the Program occurs simultaneously. The Proposer is encouraged to develop its own methodologies in responding to the RFP, provided such methodologies achieve the Program's budget and schedule as outlined.

## **2. Design Professional's Responsibilities**

The Proposer will provide services for all required design disciplines. If a design discipline cannot be provided in house by the Proposer's own employees, the services will be procured by engaging sub-design professionals or by entering into joint venture partnerships.

The Proposer shall coordinate his/her work with other design professionals, agencies and stakeholders involved in the design of adjacent facilities. The Proposer shall coordinate these efforts with JetBlue and BCAD as required.

The Proposer shall be adequately staffed, both technically and administratively, to produce the required deliverables in keeping with the Project schedule. Office equipment and support services shall be maintained as required to meet all contractual requirements.

The Proposer's Manager (DP-PM) shall be a licensed or registered professional architect or engineer, as approved by JetBlue. Reassignment or substitution of the DP- PM shall not be permitted without approval by JetBlue. The DP-PM shall be the single source of contact, have decision making power, and interface with JetBlue and all other stakeholders for the duration of the Program. All references to and requirements of the "Proposer" in this document assume action under the direction of the DP-PM.

### **2.1 Project Management:**

For the duration of the Program, the Proposer shall be responsible for organizing, managing and coordinating the design activities of the Proposer team and for supporting the interface between the team and the Program stakeholders including, but not limited to, BCAD and other Broward County officials, JetBlue, the Program Manager, CBP, TSA, CMR, other Airlines and any other regulatory agency having jurisdiction over the design, construction, and operation of the Project.

### **2.2 Pre-Design Services:**

Upon receipt of the Notice to Proceed, the Proposer shall identify, collect, assemble, and confirm all relevant background documentation and information necessary to develop the Program.

### **2.3 Design Services:**

The design shall be developed in collaboration with a Construction Manager at Risk [CMR]. As such, Design Development Documents will be developed to and submitted for JetBlue's review and approval at the end of the Design

Development phase. Construction Documents shall be developed and submitted for JetBlue's review and approval at the end of the Preliminary Design Development Phases (30%, 60%, and 90%) and completion of the Construction Documentation Phase (100%).

Throughout the design process, the Proposer shall work closely with BCAD and other Broward County officials, JetBlue, the Program Manager, CMR, other Airlines, concessionaires and other stakeholders to keep all parties informed of progress and decisions made that affect the successful completion and operational start-up of these facilities. The Proposer shall hold regular meetings related to design with the above parties. Meetings and communications shall take into account normal working days, hours, and holidays.

## **2.4 Bidding and Award Services:**

The Proposer shall be responsible for providing Award Phase Services as detailed in this Section.

The Proposer shall be responsible for cooperating and interfacing with the CMR and providing input on estimates of construction cost by the CMR. During the buying-out phase, the Proposer shall also provide technical responses to RFIs, issue addenda as required, attend pre-construction meetings, and participate in evaluating proposals.

## **2.5 Services during Construction:**

Services during construction required from the Proposer include but are not limited to, the following:

### **2.5.1 Communication/Coordination**

- Co-ordinate between design team members
- Attend weekly progress and project meetings.
- Coordination with local authorities and process permits

### **2.5.2 Construction Administration**

- Review shop drawings and submittals
- Respond to Requests for Information
- Participate in change management
- Merit reviews
- Assist in the testing and commissioning phase

### **QA/QC**

- Site visits
- Evaluate non-conformance reports
- Review and approve corrective actions to non-conformances

### **2.5.3 Construction Closeout Period**

- Assist with project close-out activities to include punch

list creation, document retention,  
Punchlist development  
Record drawing development  
Inspections and reporting during Warranty Period  
Inspections and reporting at contract completion stage  
Review samples and prototypes

### **3. Design Management**

#### **3.1 Kick-Off Meeting:**

Upon receipt of the Notice to Proceed, the selected Proposer shall participate in the Project kick-off meeting, which shall be scheduled by the Program Manager and will be attended by the selected Proposer, BCAD, JetBlue and other Program stakeholders. The Proposer shall support the PM in its preparation of minutes for all meetings related to design phases. The following is a general outline of the items and issues to be covered at the kick-off meeting. The final outline of issues to be addressed shall be coordinated between JetBlue and the Program Manager, with the support of the Proposer prior to the meeting:

1. Proposer Team Members, Discipline and Role;
2. Proposer Team Directory of Primary Contacts;
3. Proposer Team Organizational Structure;
4. Communication and Decision Making Requirements;
5. Summary of Program Goals and Objectives;
6. Summary of Scope of Work;
7. Operational Impacts;
8. Summary of Program Responsibilities (Proposer, BCAD, JetBlue, CMR and Program Manager);
9. Proposer's approach to executing the Work;
10. Project Schedule;
11. HSE & QA/QC Plans;
12. Cost Control Management;
13. Design Progress Reporting Requirements;
14. Detailed List of Interim and Final Deliverables by Date;
15. Project Issues/Risks;

### **3.2 Progress Reports:**

For the duration of the Project, the Proposer shall submit monthly progress reports to Program Manager and JetBlue as directed. Progress reports shall contain the following status information at a minimum:

1. Summary of design progress in relation to the Project's approved program and performance criteria, budget and schedule.
2. A chronological listing of significant project-related events for the reporting period.
3. A schedule of deliverables indicating date of delivery and acceptance against original due dates, based on base line project schedule.
4. An identification of issues that threaten the successful completion of the work, the Project budget or the schedule.
5. An explanation and description of each issue, its nature and anticipated impact to the Program.
6. The Proposer's suggestions for mitigating the impact that has been identified for each issue.
7. Identification and summary description of other Program meetings held during the period covered by the report.
8. A list of documents distributed during the period.
9. Identification of and schedule for Proposer or other meetings to be held during the next period.

### **3.3 Formal Progress Meetings:**

Formal progress meetings shall be held at significant Program milestones and in accordance with a schedule developed by the DP-PM and approved by JetBlue and the Program Manager. A progress report and meeting agenda shall be submitted to all stakeholders by the DP-PM through JetBlue at least two (2) working days in advance of a progress meeting. The Proposer shall be represented by the DP-PM except in exceptional circumstances. The Proposer shall be responsible for supplying sufficient quantities of design drawings, product literature or other material so as to provide a thorough orientation to the issues. The Proposer shall be responsible for documenting all meetings, submitting such documentation to JetBlue for review in electronic format (MS Word, latest version), and incorporating and issuing final meeting documentation to all project stakeholders through the Program Manager.

### **3.4 Design Submittal Meetings**

The Proposer shall participate in a submittal review meeting with the Program Manager for each milestone deliverable based on the Program schedule. Two days prior to each submittal, the Proposer shall submit to JetBlue an agenda for the submittal review meeting, a summary of the design's development, the documents to be submitted, and a description of their completeness. Should any deliverable fall short of the expected level of completeness, the Proposer shall provide a detailed explanation of why and provide a plan to mitigate such condition without impact to the Program's successful completion within three (3) business

days of the missed deliverable. The submittal review meeting shall focus on the submittal and the level of completeness in the opinion of the Proposer. Following review of the Proposer's submittal, the Proposer shall receive review comments and, where appropriate, approval of the submittal.

### **3.5 Stakeholder Coordination**

This task shall include a series of stakeholder coordination meetings. JetBlue, in association with the Program Manager, will coordinate and manage these meetings, while determining the number of staff attending.

The selected Proposer will provide necessary meeting support. This support includes, but is not limited to, providing presentation material and hand-outs as required.

### **3.6 Special Design Meetings**

At any point in the design of the Project, special meetings may be called to ensure continuous and coordinated progress. However, JetBlue shall endeavor to minimize unscheduled meetings.

### **3.7 Program Design Schedule**

The Proposer shall submit a baseline schedule showing all design activities and their duration, milestones, and interface relationships between the activities/milestones and the work of others executing related or follow-on work that is dependent upon the completion of the Proposer's work in part or in whole. The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Program schedule shall show all activities in workdays, with allowance for holidays. The schedule shall include design, bid/negotiation and construction phases of work. The Program schedule shall identify all milestones submittals and reasonable periods for review, response, revision and final review of such submittals by JetBlue and BCAD.

The Program schedule shall identify and integrate estimated time for all governmental approvals and permits and must show all milestone requests for information from governmental authorities, allowing JetBlue and BCAD reasonable estimated periods of response to such requests. The construction portion of the schedule shall consist of the Proposer's estimated time of performance for the major phases of construction work, procurement of major and/or specialty items, and special sequencing and/or phasing required to interface the construction with other related projects and/or ongoing airport operations. The Proposer shall submit a hard copy and electronic copy of all preliminary, baseline and updated schedules in a mutually agreed upon electronic format. The Proposer shall provide, update and maintain a schedule of design activities using the Critical Path Method (CPM), and use the same to plan and schedule the execution of the Proposer's work and the interface of that work with related or follow-on work of others (design and/or construction).

### **3.8 Coordination with Construction Manager (CMR)**

During the pre-construction phase, the CMR will prepare specific deliverables relating to the planning, budgeting and procurement of the Project. The CMR will also be required to provide input to the design process. This input will include, but not be limited to:

1. Advice on constructability and construction methodology;
2. Review of materials, equipment selection and availability/lead times as they relate to the Program Schedule;
3. Advice on cost and time impacts of alternative design solutions;
4. Participation in value engineering studies and/or workshops;
5. Cost advice for the purpose of cost planning (i.e. participation in elemental cost checks conducted by the CMR as the design progresses).

The Proposer will be required, at the direction of JetBlue or its designee, to interface and work cooperatively at all times with the CMR. This will include reviewing reports and other documents produced by the CMR as well as communications with the CMR, including attending specific meetings to address the CMR's input. The designer shall address, in writing, all comments provided by the CMR and bring them to closure to the satisfaction of JetBlue or its designee.

### **3.9 Cost Management**

The Proposer shall cooperate with the CMR, who will provide a detailed construction cost estimate at 30%, 60%, 90% and 100% progress design submittals. The Proposer shall provide input to this process.

### **3.10 Governmental Agencies**

The Proposer shall provide all necessary inspections, assurances and approvals from all governmental authorities having jurisdiction over the Project. The Proposer shall determine occupancy classification, codes, regulations and agency review requirements; document such requirements; and include submissions in the schedule.

The Proposer shall submit required documents to various governmental authorities on a pre-determined schedule, allowing sufficient time to revise such documents as may be necessary to obtain appropriate permits and approvals. The Proposer shall be required to identify, organize and attend all meetings necessary to accomplish the above requirements. The Proposer shall be required to notify JetBlue sufficiently in advance of all meetings with governmental authorities or officials and inform JetBlue prior to a submittal to any governmental authority.

## **4. Deliverables and Design Phases**

### **4.1 Design Disciplines**

A multi-disciplinary team will be required, and shall be identified, to deliver the full design services and will include, but not be limited to the following:

- Architectural (including interior design)
- Structural (substructure and superstructure)

- Civil Engineering (road works and pavements)
- MEP (including special system designs)
- Surveying
- Acoustic
- Security, Communications and IT
- Elevators and escalators
- Fire services
- Regulatory compliance engineering

#### **4.2 Permits**

The Proposer shall be responsible for the preliminary list of permits included in the response to this RFP and the final list of required permits included in the PDD. The Proposer shall develop a Permitting Plan that explains the strategy of permitting and considers the formation or adjustment of the component work packages, to allow for the simplest permitting process. The Plan shall also include a permit log that the Proposer will update and present at design progress meetings. The Proposer shall be responsible for completing all permit applications, submitting them on time and attending all meetings required to obtain the necessary permits from the local authorities having jurisdiction.

#### **4.3 Utility Coordination**

The Proposer shall be responsible for coordinating the design with local utility companies, utility’s design professionals and for alerting JetBlue to any capitolor usage fees that may be required to complete the Project.

#### **4.4 Professional Oversight and Responsibility**

All design documents (drawings, calculations and specifications) shall be prepared under the supervision of a professional engineer or architect who is knowledgeable of and responsible for the Program. Supervising architects and engineers shall be registered, as required, to sign and seal drawings used for permit applications and bidding.

#### **4.5 LEED**

JetBlue and BCAD are strongly committed to sustainability and environmentally responsive design, construction and operation. Therefore, the design provided by Proposer shall respond to an integrated sustainability approach, showing commitment, program, anticipated achievements in favor of environment, economy and social aspects. The Proposer shall design the Project to achieve a “LEED-Certified” rating from the United States Green Building Council.

Based on the Broward County Green Building Policy, all new County-owned and operated buildings must achieve a minimum LEED\* rating of “LEED Certified” which requires a minimum of 40 points on LEED Certification V4.0. Proposer will provide information of past LEED experience with 3 project names and team members. Proposer shall also demonstrate capability to provide deliverable of FLMP program as LEED certified project under budget. No more than 60 days after



contract is awarded, Proposer shall develop strategic LEED Certification Execution Plan (LCEP) with CMR. FLMP program team and stakeholders will review LCEP and make comments and suggestions. LCEP will contain at least but not limited to schedule of certification process, specific LEED credits to pursue, roles, and responsibilities. Proposer shall register the Project to begin the LEED Certification process, prepare and submit application for design review which includes all design phase credits that the team wishes to pursue.

#### **4.6 Accessibility Requirements**

The facilities shall be designed to ensure compliance with Americans with Disabilities Act (ADA) and 2012 Florida Accessibility Code.

#### **4.7 Codes and Regulations**

All new construction shall be designed to conform to the most current codes listed hereafter:

- Florida Building Code
- Florida Fire Prevention Code
- Florida Building Code – Mechanical
- Florida Building Code – Plumbing
- National Electrical Code
- Florida Accessibility Code
- Florida Energy Code
- NFPA 101 Life Safety Code with Florida Amendments
- All applicable federal, state, County and local laws, ordinances, codes, rules, regulations, orders, and decrees.

#### **4.8 MEP Services**

Proposer will provide all the MEP services such as HVAC, firefighting, plumbing, electrical services, telephone and other ELV system. Design shall comply with Applicable Laws as well as JetBlue and BCAD standards.

#### **4.9 Preliminary Design Phase (PDD Review Report %)**

##### **4.9.1 PDD Review Report:**

Prior to the submittal of the 30% design the Proposer shall issue a PDD Review Report that shall contain the Proposer's comments on the PDD and refine the road map for the execution of the design. The PDD Review Report shall contain the Proposer's comments on the planning parameters and design criteria provided in the PDD and shall contain recommendations to be used for the design development of the Program scope.

The following is a suggested organization of the PDD Report. However, the final deliverables and requirements shall include, but not be limited to:

- Executive summary with significant findings

- Comments on each section of the PDD with recommendations
- Permitting Plan
- Proposer's quality control plan and quality assurance procedures

#### 4.9.2 Survey and Data Collection Work

The Proposer shall be responsible to determine the adequacy of the survey of the existing terminal information that is required to complete the Project. Any grading, roadways, electrical, utility or other survey services required to complete the Proposer's scope of work are the responsibility of the Proposer and deemed within and part of the Proposer's scope of services. All surveys and investigation conducted by the Proposer shall be sufficiently complete to assure complete and accurate design and construction procedures.

#### 4.9.3 Site Plan Development

Proposer will be required to prepare a detailed site development plan of the concept. This site development plan shall consist of the proposed land use and construction plans that depict the ultimate design and layout of the site including building and facility footprints, heights and setbacks along with aircraft parking, internal circulation routes, pedestrian walkways, topography, landscaping and utilities. Construction offices, laydown areas, staging, site access, construction roads, site drainage, grading and erosion and sedimentation controls shall also be depicted.

#### 4.9.4 Program Deliverables Definition and Schedule of Delivery:

Prior to the commencement of design, the Proposer shall submit a detailed list of drawings, schedules, tables, samples and similar documentation by phase that shall make up the deliverables to be submitted for review and approval at each step of the design process. Deliverables shall address each discipline required to render a complete design.

Each package of deliverables shall be coordinated, identified and reflected in the design schedule along with reasonable review and approval periods.

#### 4.9.5 Design deliverables shall include, but not be limited to:

- Boundary definition with clear airside / landside definition
- Topographic data for site.
- Roadway and building plots.
- Utility survey and primary connection points.
- Floor plans and elevations.
- Concept cross sections and key interface sections.
- MEP plant location and primary routing.
- Specifications.

- Exterior prospective options mounted on foam board for JetBlue and BCAD approval.

#### 4.10 Schematic Design Phase [30% Design Documentation]

1. 30% will require BCAD review, comment and approval.
2. CMR will use 30% design to produce a cost estimate.
3. Between 60% and 90%, the CMR will be released to start Early Packages. Note: Early Packages are defined in Article 1.2. The following packages shall be at a 60% level complete at the submission of the 30% design:
  - Temporary Perimeter Road Connector
  - T5 Exit Bridge Ramp Foundations/Abutments
  - RON Parking
  - Site Clearing/Utilities
  - Environmental Remediation

The Proposer shall be required to assist with the production and issuance of associated documentation [drawings and specifications].

Based upon the approved design basis as documented in the PDD Review Report, the design shall be further developed during the Schematic Design Phase to the extent required to include, as a minimum, the following in the Schematic Design submittal:

1. Drawings [plans, sections and elevations] and diagrams sufficient to illustrate the horizontal and vertical scale, size and relationship of spaces and component systems and materials for each element of the Program including, but not limited to, critical horizontal and vertical dimensions, clearances, and rights of way for related systems and services.
2. Preliminary specification for each work trade relating directly to the various components within the design [generic specifications will not be accepted that do not reflect the actual works in hand]. Include external work and fit out components [especially IT related components, *i.e.*, FIDS, CCTV, data, security systems and the like]
3. Preliminary schedules for finishes, doors and hardware, windows, lighting, wall, floor and ceiling components.
4. A narrative description of the Schematic Design and its responsiveness to the basis of the design and the PDD.
5. Explanations of unusual conditions or design considerations including but not limited to fire strategy diagrams and escape routes.
6. Recommended exceptions to the PDD, and the advantages and disadvantages of such exceptions or modifications.
7. Identification and narrative description of all building systems.
8. Specified material samples binder of major materials/cut sheets

9. Identification of major mechanical and electrical equipment and distribution systems (vertical and horizontal one-line diagrams) with supporting design calculations. All major MEP considerations including ducting, routing, terminations, distribution and sizing of new plant requirements.
10. Identification of major substructure and superstructure components, including interfacing secondary structural components [cladding, glazing and the like] with supporting design calculations.
11. New and relocated signage and way finding proposal including temporary way finding.
12. Preliminary list of potential pre-purchase equipment and materials (including a preliminary estimate of quantities).
13. Updated Permitting Plan.
14. Updated design delivery schedule for this and remaining stages.
15. Full submission of 30% documentation for review.
16. Allow for early engagement of construction management team for constructability review and comment of design production.
17. LEED Certification Execution Plan (LCEP) update.

#### **4.11 Design Development Phase [60% and 90% Design Documentation]**

1. 60% and 90% design submittals will require BCAD review, comment and approval.
2. CMR will use the 60% and 90% designs to produce a cost estimate.
3. At the submission of the 60% design, the following Early Packages shall be 100% complete:
  - a. Temporary Perimeter Road Connector
  - b. T5 Exit Bridge Ramp Foundations/Abutments
  - c. RON Parking
  - d. Site Clearing/Utilities
  - e. Environmental Remediation

Additionally, the following packages shall be at a 90% level complete at the submission of the 60% design:

- a. T5 Building and T4/T5 Connector Bridge foundations
- b. T5 Building and T4/T5 Connector Bridge curtainwall/glass

Lastly, the following packages shall be at a 100% level complete at the submission of the 90% design:

- a. T5 Building and T4/T5 Connector Bridge foundations

b. T5 Building and T4/T5 Connector Bridge curtainwall/glass

The Proposer shall be required to assist with the production and issuance of associated documentation [drawings and specifications].

Based on the approved 30% Schematic Design, the design shall be further advanced such that the following may be included, as a minimum, in the Design Development submittals for the next two further stages [i.e. 60% + 90%]:

4.11.1 Site Drawings

1. Defined boundary modifications and details.
2. Detailed topographical and spot levels definitions.
3. Landscape and surface detailing [including road markings and apron and street lighting.
4. Barrier and guarding.
5. Utility routing, ducts, manholes, access chambers and service distribution points.
6. External signage.
7. Road, sidewalk and specific hardstand detailing.

4.11.2 Architectural

1. General arrangement and cross-referencing detailed drawings and sections.
2. Specific detailed layouts (bathrooms, mechanical rooms etc.).
3. Exterior building elevations with cross referenced and window details.
4. Building cross sections with larger scale details at key interfaces.
5. Roof plan and mechanical rooms (with any cross-referenced screening / enclosure details).
6. Seating and furniture layouts (including passenger screening).
7. Life Safety strategy drawings (means of escape, compartmentalization, fire suppression etc.).
8. Coordinated reflected ceiling layouts and details.
9. Signage and way finding proposals.
10. Expansion joint detailing including control joint details.
11. Interior elevations and finishes.
12. Partition detailing (including fire rating and acoustic seals).
13. Door, hardware, window and finishes schedules.
14. Elevators, escalator and staircase detailing.
15. Architectural metalwork including internal screens and barriers.
16. Systems interface detailing.

17. Developed specifications.
18. LEED Certification Execution Plan (LCEP) update.
19. Updated Design Basis Report with written explanation and justification of modifications.
20. Updated schedule of required permits
21. Updated design deliverable schedule.
22. Develop phasing plan in conjunction with Program Manager, JetBlue and CMR.

#### 4.11.3 Structural

1. Structural modelling plans (including piling, slab and beam sizes, construction methodologies and materials).
2. Loads, slab, and beam sizing, to all elements and external works detailing (i.e. base and retaining walls).
3. Assessment of geotechnical reports.
4. Floor plans showing elevations and all major elements of the structural and schematic form.
5. Elevations showing general arrangement of building forms and structure.
6. Roof plan.
7. Cross section showing key interfaces with new and existing structure.
8. Detailed design of structural slab, walls, shafts
9. Definition of architectural and MEP interfaces on columns, slabs, staircases and walls
10. Developed specifications.

#### 4.11.4 MEP

1. Block loads and calculations, capacities of major demands and equipment.
2. Major duct runs, mechanical chases, and electrical raceways.
3. Life safety systems concepts including smoke evacuation and fire suppression.
4. Lighting layouts (internal and external).
5. Location and loads of HVAC units.
6. Interface detailing of incoming utilities.
7. Zoning diagrams of life safety systems with narrative on operational theory.
8. Equipment sizing, layout and distribution diagrams with supporting design calculations for all building mechanical, electrical, plumbing and

9. drainage systems, including, but not limited to, refrigeration, CCTV, power and lighting, grounding and the like.
10. Specified material samples binder of major materials/cut sheets.
11. List of all long lead and potential pre purchase equipment and materials (including an estimate of quantities).
12. IT interface, communications rooms, zoning and schedule of components to be installed and integrated.
13. Detailed specifications and performance requirements
14. Definition of major utility interfaces and connections and builderswork in connection with service provisions.
15. Acoustic and vibration control of all plant and equipment.
16. Alignment with LEED Certified plan and demonstration of benefits to client.

#### **4.12 Bidding, Contract, and Construction Documentation Phase [100%]**

Bidding, contract and construction documents shall be based upon the approved Design Development submittal. The construction specifications shall include a complete description of the work, materials, construction methods, tolerances and materials and testing requirements.

BCAD shall review and approve 100% design submittal. Comments shall be tracked to ensure that comments have been incorporated.

Drawings at each stage of progress review and final tender and contract issue shall be signed or initialed as having been reviewed and checked by a qualified professional. The signing or initialing of drawings shall be considered certification that the drawing is correct, coordinated with, and in accordance with all other drawings.

When applicable, item nomenclature used shall be as complete as possible to facilitate the identification of required materials without supplemental investigation. Sufficient detail of existing conditions and new construction shall be presented in drawings and diagrams to ensure competent and complete proposals to minimize misunderstandings. Bidding and contract documents shall be developed and submitted to JetBlue for review upon completion.

The copyright and all other intellectual and industrial property rights in all specifications, designs, calculations, reports, notes and all other design documents created by or on behalf of the Proposer in connection with the Project shall vest in JetBlue. For the avoidance of any doubt, JetBlue shall be entitled to use the design prepared by the Proposer for all reasonable purposes associated with or in connection with the Project including, but not limited to, obtaining bids for construction contracts, production of models, artist impressions and other visual representations, together with the publication thereof, construction, operation, maintenance, repair, extension, adaptation, reconstruction on as many occasions as JetBlue may at their sole discretion choose, without any limitation as to time.

#### 4.12.1 Final Bid Documents

The Proposer shall be responsible for the preparation of final bid drawings, specifications and other select documents required to construct the Project.

The Proposer shall provide four (4) hard copies of the final specifications and drawings and two (2) flash drive copies to JetBlue.

#### 4.12.2 Addenda to Bid Documents

During the proposal process, the Proposer shall be required to respond to the CMR's questions and provide additional information and clarification to previously issued information.

Revision or re-issue of the affected drawing(s) and/or specifications shall be made by addenda. The Proposer shall be responsible for drafting addenda in standard addenda format. Draft addenda shall be forwarded by the Proposer to JetBlue for concurrence and approval. The Proposer shall not directly correspond with the CMR, verbally or in writing. All addenda shall be issued to the CMR by JetBlue.

Where addenda require changes to drawings, all changes shall be clearly indicated, and identified by date and addenda. All changes or modifications shall be thoroughly coordinated throughout the bid documents and issued in a single addendum. Changes that might impact any related work shall have an alert reference indicating so.

Where changes or modifications are required in the technical specifications, such changes shall be highlighted in the text and identified in the addendum. Should time not permit drawing revisions, the Proposer shall prepare supplemental sketch(s) in lieu of drawing revisions. Use of sketches shall be kept to a minimum.

#### 4.12.3 Contract Documents

The Proposer shall be responsible for preparing a "conformed to contract" set of documents, full copies of addenda, and copies that incorporate specific changes made by addenda.

The Proposer shall provide four (4) hard copies of the conformed to contract specifications and drawings and two (2) flash drive copies to JetBlue.

#### 4.12.4 Construction Documents

The Proposer shall prepare final drawings and specifications in such a manner that the content, clarity and completeness serve to answer all the questions of a Construction Manager and to demonstrate and record the intent of the Program in all phases of the proposed work. The final drawings and specifications shall stand on their own merits and not require the Construction Manager's interpretation. The Proposer shall include each title sheet a certification statement indicating the document's conformity to all applicable regulatory requirements.

The exact requirements for each submittal shall be reviewed, coordinated and agreed to prior to the start of construction document preparation.



#### **4.13 Construction Phase**

During the construction phase of the Project, the Proposer will be responsible for providing the following services:

1. Regular weekly progress and project meetings.
2. Site visits/ inspections and Inspection Reports.
3. Obtain and review CMR schedule of shop drawings and samples
4. Review of shop drawings.
5. Review of samples and prototypes for compliance with Program specifications.
6. Responses to Requests for Information.
7. Local authority coordination.
8. Change request and change management of base documents.
9. Presentations to internal and external stakeholders.
10. Coordination between design team activities.
11. Assist in the testing and commissioning phase
12. Coordinating, interfacing and communicating with JetBlue and BCAD, and assisting with Program close out activities.
13. Inspections and reporting during Warranty Period.

#### **4.14 Public Art.**

The Proposer acknowledges that the County has adopted a Public Art and Design Program as codified in Section 1-88 of the Broward Code of Ordinances and applicable County Administrative Code provisions. The purpose of the Public Art and Design Program is to integrate art into capital projects and to integrate artists' design concepts into the overall Project design. The County selects contracts with, and pays the artist(s) through an independent process, including obtaining any necessary waivers of certain rights the artists may have in the Public Art under federal or state law, including the Visual Artists Rights Act of 1990, codified at 17 U.S.C. Section 106A. The Proposer shall cooperate with the artists for the purpose of properly incorporating the artists design(s) into the design of the Program. The Proposer shall notify the artists, in writing, all of the design meetings pertaining to Public Art and shall provide the artists with a schedule of milestone dates. The Proposer may be requested to provide temporary work space for the artists during the preliminary design and design phases. The Proposer shall insure its sub consultants will be made aware of Broward County's Public Art and Design Program and the requirement of working with the artists.

#### **5. Safety and Security**

The Proposer shall ensure that all personnel in attendance during the performance of work shall, at all times, comply with and adhere to all the safety rules, regulations and procedures promulgated by the Occupational Safety and Health Administration (OSHA) and any rules and regulations issued by BCAD. The Proposer shall provide its personnel

with safety equipment, as required, for the performance of the work. The Proposer's personnel shall be required to attend the CMR's safety induction course prior to being allowed on site.

## **6. Software**

### **6.1 CAD**

All CAD drawing production shall be completed using AutoCAD 2014 or newer. The Proposer shall comply in all respects with JetBlue and BCAD design standards.

### **6.2 Scheduling**

Unless otherwise stated by JetBlue, all scheduling data will be compiled and presented in the latest commercially available version of Primavera Project Management Tool.

### **6.3 Procore**

The Proposer shall utilize Procore software to control submittals, invoicing, resource utilization and document management and to facilitate data exchange and tracking for the project.

## **7. Licensing**

The Proposer shall hold a valid and current License to operate and provide architectural and/or engineering services in the State of Florida. The categories of services for which the Proposer is registered with the local Chamber of Commerce shall be consistent with the services to be provided.

## **8. County Business Enterprises (CBE) Requirements**

The Proposer will be required to follow and comply with CBE requirements. The selected Proposer shall monitor, track and report on the County Business Enterprise (CBE) participation goal established by Broward County Office of Economic and Small Business Development (OESBD). The CBE goal for the Project is 15%. The Proposer shall be required to adhere to the Broward County Business Enterprise Program (CBE). The CBE goal for this Proposal is ten percent (15%). All CBE firms must be certified by the Broward County Office of Economic and Small Business Development (OESBD). All Proposers shall make Good Faith outreach efforts to utilize CBE firms. These efforts shall be documented and submitted as part of the RFP proposal on Letter of Intent ([Attachment B](#)) or the Application and Evaluation of Good Faith Effort ([Attachment C](#)).

## **SECTION III: PROPOSAL REQUIREMENTS**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. JetBlue cannot be responsible for Proposals received after the delivery time and encourages early submittal. Any disputes regarding timely receipt of Proposals shall be decided in the favor of JetBlue. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

Please provide your response to the RFP as further described below:

One electronic proposal that satisfies the Addendum requirements to:

**Natasha Yee / JetBlue Airways**  
**Email: natasha.yee@jetblue.com**

### **Proposal Format**

- Proposals shall be prepared on 8.5"x 11" paper, bound along one side.
- The Proposal shall include all the materials identified in tabs 1-10 below. Only one (1) side printing shall be permitted.
- Tabs 1, 2, 3, 4, 5, and 6 should not exceed 50 pages total.
- Tabs 7, 8, 9 and 10 are not included in the 50 page limit.
- All Proposals and material shall become the property of JetBlue and BCAD.

**Contents of Response** (Provide in the order listed and label the sections accordingly)

### **TAB 1: COVER LETTER**

Proposer shall prepare a cover letter, not exceeding three (3) pages in length, which summarizes the key points of the submittal. The cover letter should include the full name of the Proposer including joint venture members and all proposed sub-consultants, if applicable. If the Proposer is made up of more than one firm, the legal relationship between those firms must be described. The cover letter must include a statement committing the availability of key personnel to perform the work (e.g. Design Manager). A person who is authorized to sign an Agreement with JetBlue Airways must sign and notarize the cover letter. A contact name with email and phone number shall also be included on the cover letter. Following the cover letter, the Proposing Firm shall include proof on any professional licenses and certifications required by the State of Florida to perform the Design Services outlined in this document.

### **TAB 2: ABILITY of PROFESSIONAL PERSONNEL**

- a. Describe the proposed Project Manager (PM) qualifications and experience in delivering innovation and excellence in passenger focused designs and operating initiatives in all aspects of terminal projects at large hub airports. Also describe PM qualifications and experience in working with a CMR to deliver schedule driven design deliverables on time.
- b. Provide organizational charts demonstrating the consultant team structure identifying all disciplines for the design of the T5 Program including but not limited to: Project Management, Architecture, Interior Design, Lighting Design, Fire Protection, Blast Analysis, Structural Engineering, Civil Engineering, Transportation and Traffic Engineering, Plumbing, Mechanical Engineering, Electrical Engineering, Telecommunication, and Data Engineering, Geotechnical Engineering, Civil Engineering, Land Surveying and Mapping, Landscape Architecture, Material Testing, Cost Estimating, Environmental Protection, Inspection Support Services, Leadership in Energy and Environmental (LEED) accredited professional services.
- c. Describe the relevant qualifications, licenses and experience of the proposed key staff members from the Consultant Team and their demonstrated experience and performance on similar projects at large hub airports in similar roles being proposed for the design of the T5 Program.

### **TAB 3: PROJECT APPROACH**

Describe the Prime Consultant's project approach demonstrating how the proposed consultant team will design all the Terminal 5 (T5) Program components identified in the RFP. The project approach should include:

- A detailed management approach and abilities to work with multiple subconsultants/stakeholders including working with the T5 Program Manager Office (PMO) Construction Manager at Risk (CMR).
- A detailed approach and commitment to the timely delivery of Enabling Work/Early Packages
- A detailed approach to the timely resolution of design and constructability review comments
- A detailed approach to obtain all the necessary permits and approvals with the following regulatory agencies/divisions: Broward County Building Code Compliance South Florida Water Management District (SFWMD), Broward County Environmental Services (BCS) and Growth Management Department (BCEPGMD), Florida Department of Transportation (FDOT), Federal Aviation Administration (FAA), Broward County Water and Wastewater Services (BCWWS), Federal Emergency Management Agency (FEMA), and Florida Department of Environmental Protection (FDEP).

A detailed approach to the willingness to meet time and budget requirements of the project

### **TAB 4: PROJECT INNOVATION**

Provide innovative ideas with high level plans for maximizing the value of the T5 Program and/or enhancing the customer experience without increasing cost and/or changing the functional space program of the building and the projected use of the road system.

Provide innovative ideas to streamline the schedule and minimize the risk of Enabling Work/Early Packages impacting the schedule

### **TAB 5: PAST PERFORMANCE**

Describe Prime Consultant's experience with large hub airport terminal projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past ten years.

Identify where the Prime Consultant fast-tracked project schedules.

Volume of work previously awarded to each firm by the agency/JetBlue

### **TAB 6: OFFICE LOCATION AND WORKLOAD OF THE PROPOSED KEY STAFF**

Provide the location of the office that the Project will be managed out of.

Provide the proposed key staff's office location, current workload or backlog of future work and explain how the office location and workload will not impact the key staff's ability to meet the design deliverable schedule of the T5 Program.

## **TAB 7: COUNTY BUSINESS ENTERPRISE (“CBE”)**

The County Business Enterprise Program (CBE) participation goal established by the Broward County Office of Economic and Small Business Development (OESBD) for The Project is ten percent (15%). The Proposer shall complete and submit the Letters of Intent (Attachment C-1) or where necessary, an Application and Evaluation of Good Faith Effort (Attachment C-2). The Proposer shall be considered non-responsible unless it has satisfied the required CBE participation goal, or demonstrated good faith efforts to satisfy the goal. (This information shall be an attachment to the RFP and not included in 40 page limit.)

## **TAB 8: FINANCIAL STATEMENTS**

Provide copies of audited financial statements (signed by preparer) for the two (2) previous years and the most recent quarterly report must be provided. Financial Statements shall include balance sheet and statement of income/loss at a minimum. Each prime or joint venture partner must submit this information. (This information shall be an attachment to the RFP and not included in 40-page limit.)

## **TAB 9: LEGAL**

**Litigation/Claims History.** List and briefly describe any and all legal actions for the past five (5) years. This includes, but is not limited to, any legal action in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement, a respondent in an administrative action for deficient performance or a defendant in a criminal action. Specifically address:

Disqualification, removal, debarment or suspension from performing work for the federal, state or local government, any foreign governmental entity, County or JetBlue within the past ten years.

If any exist, a final decree, declaration or order by court, administrative hearing officer, or other tribunal that proposer has breached or failed to perform a contract (and if such documents exist, submit them in responses).

## **TAB 10: MISCELLANEOUS**

**Objections.** Please identify any objections, issues, and/or concerns regarding the Design Professional's Master Services Agreement, and the Design Professional-specific PSA attached to this RFP as Attachment C-1 and Attachment C-2, respectively.

**Form W-9.** A current W-9 Form for the Proposer must be completed, signed and submitted with the Proposal (redacting individual social security numbers if applicable).

**Insurance Requirements.** Evidence of current insurance coverage must be submitted. If Proposer's current coverage does not meet the requirements stated below, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be selected for these services.

**Insurance Required of Proposer.** The successful Proposer shall be required to purchase and maintain at all times insurance policies providing the coverages specified in Article 7.3 of the PSA subject to the terms, conditions and exclusions stated in such policies (except those exclusions which Proposer is specifically required to delete), with limits not less than those set forth below with insurers licensed to do business in the state in which the Work is performed and under forms of policies satisfactory to JetBlue. Each policy of insurance, to the extent allowed under the Applicable Laws, shall be endorsed (i) to

provide that JetBlue and County are additional insureds on all coverages except Professional Liability and Worker's Compensation; (ii) so that the issuer waives any claim or right of subrogation against the additional insureds; and (iii) to provide that any the policy is primary to any other insurance available to the additional insureds with respect to claims under the PSA. Coverages and their policy limits are:

<b>Insurance Coverage</b>	<b>Policy Limits</b>
Professional Liability Insurance	\$5,000,000 each claim/annual aggregate
Worker's Compensation Insurance Employer's Liability	Statutory Bodily Injury by Accident \$1,000,000 (accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability	\$5,000,000 each occurrence/ \$7,000,000 annual general aggregate/\$7,000,000 annual products and completed operations aggregate
Automobile Liability	\$1,000,000 each accident non-airside/\$5,000,000 each accident airside

**Insurance Required of Subcontractors.** The successful Proposer will be asked to require insurance coverage from all persons with whom Proposer contracts to provide services to the Project. The limits of such insurance may be adjusted in accordance with the nature of each Subcontractor's operations and, in each case, must be submitted to JetBlue for approval before any work commences under the contract with the Subcontractor for any particular portion of the Program.

(i) Coverages and limits required of Structural and MEP Subcontractors:

<b>Insurance</b>	<b>Policy Limits</b>
Professional Liability Insurance	\$5,000,000 each claim/annual aggregate
Worker's Compensation Insurance Employer's Liability	Statutory Bodily Injury by Accident \$1,000,000 (accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability	\$1,000,000 each occurrence / \$2,000,000 annual general aggregate/\$2,000,000 products and completed operations aggregate
Business Auto Liability	\$1,000,000 each accident non-airside /\$5,000,000 each accident airside

(ii) Coverages and limits required of Subcontractors not included in (i) above and for Structural and MEP Sub-Subcontractors:

<b>Insurance</b>	<b>Policy Limits</b>
------------------	----------------------

Professional Liability Insurance	\$5,000,000 each claim/annual aggregate
Worker's Compensation/Employer's Liability	Statutory Bodily Injury by Accident \$1,000,000 (accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability ("CGL")	\$1,000,000 each occurrence/\$2,000,000 annual general aggregate/ \$2,000,000 annual products-completed operations aggregate
Automobile Liability	\$1,000,000 each accident non-airside/\$5,000,000 each accident airside

JetBlue, BCAD and the County must be listed as additional insureds on all coverages (including those provided by Proposer and all Subcontractors) except Professional Liability and Worker's Compensation. The CGL policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations. The CGL policies shall be endorsed so that the annual general aggregate applies separately to the Project. The limits of such insurance for Subcontractors may be adjusted in accordance with the nature of each Subcontractor's operations and, in each case, must be submitted to JetBlue for approval before any work commences under the contract with the Subcontractor. Additional insurance requirements of Subcontractors are set forth in the proposed PSA attached as Attachment C-1 and C-2.

**PRIOR REPRESENTATIONS.** JetBlue assumes no responsibility for any understanding or representations concerning this RFP made by any of its officers or agents prior to the issuance of the RFP, the specifications, or related documents.

**REQUESTS FOR INFORMATION (RFI) and "CONE OF SILENCE."**

All questions shall be submitted to [natasha.yee@jetblue.com](mailto:natasha.yee@jetblue.com) by the date and time noted below. Responses to questions will be distributed to all parties. JetBlue and Broward County Aviation Department (BCAD) will consider no telephone or in- person inquiries regarding the Request for Proposals except as identified below.

Any questions relative to interpretation of the proposal process shall be addressed to [natasha.yee@jetblue.com](mailto:natasha.yee@jetblue.com)

A "Cone of Silence" prohibits proposers and their representatives from communicating with the members of the SC from the time of such members' appointment until submission of the Committee's final ranking. All questions regarding the RFP shall be submitted electronically to [natasha.yee@jetblue.com](mailto:natasha.yee@jetblue.com).

All proposals and their attachments and appendices become public record subject to disclosure consistent with Chapter 119, Florida Statutes.

Any person or entity having any input or involvement in the development of the RFP specifications, criteria or requirements, solicitation or evaluation of proposals, decision to award, or any other activity pertinent to the RFP is disqualified from competing for, or participating in, any contracting opportunities in connection with the RFP.

We look forward to your submittals.

## ATTACHMENT A

### Conceptual plans for Terminal Five

(To be released upon Proposer's execution and submission of the Non-Disclosure Agreement shown below emailed to [natasha.yee@jetblue.com](mailto:natasha.yee@jetblue.com))

#### MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 202\_\_ (the "Effective Date"), by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation with offices at 27-01 Queens Plaza North, Long Island City, New York 11101 ("JetBlue"), and the below named individual or entity ("Company"), each, a Party and collectively, the Parties.

**1. CONFIDENTIAL INFORMATION.** In connection with discussions concerning a potential and/or ongoing business relationship between JetBlue and Company, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain information that is confidential and proprietary to the Disclosing Party. As used herein, the term "Confidential Information" shall mean any and all information disclosed by or on behalf of the Disclosing Party to the Receiving Party, in whatever form or medium (including but not limited to oral, written, graphic, visual, computer-generated, or by inspection of tangible objects), clearly marked as "confidential" or which the Receiving Party knows, or reasonably should know, to be considered confidential by the Disclosing Party.

By example and without limitation, Confidential Information may include, but is not limited to:

- a) Intellectual Property – trade secrets, patent applications, ideas, formulas, client lists, private or secret processes as they exist from time to time, inventions, methods, designs, blueprints, drawings, customers, suppliers, mailing lists;
- b) Business Information – strategic plans, the identity of business partners, descriptions of non-public transaction structure proposals, descriptions of business operations, billing and receivable operations, route planning and fare pricing, marketing and operational procedures and strategies, other business plans and strategies, products, services;
- c) Technical Information – computer systems, inventory systems, distribution networks, systems development, technical systems, product development methodologies and strategies, technical data, know-how, discoveries, manufacturing data, engineering data, test data, materials, costs, tolerances, specifications, software, equipment;
- d) Financial Information – financial performance figures, financial information and projections, credit and financial information and techniques, procurement and sales activities and procedures, promotions, pricing; and
- e) Aircraft Information – data with respect to or from any aircraft/engine, flight data recorder, aircraft/engine maintenance, aircraft/engine performance, parts, logbooks, aircraft/engine components, aircraft/engine or flight incidents or occurrences, FOQA information and/or aircraft/engine operations.

Neither Party shall share any information that under applicable law constitutes personal information or similarly protected information.



**2. EXCEPTIONS.** Notwithstanding anything to the contrary herein, “Confidential Information” shall not include any item of information which the Receiving Party can reasonably demonstrate with written evidence:

- a) is or becomes available to the public through no breach of this Agreement;
- b) was previously known by the Receiving Party without any obligation to hold it in confidence;
- c) is received from a third party free to disclose such information without restriction;
- d) is independently developed by the Receiving Party without the use of Confidential Information;
- e) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure;
- g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the limited purposes of such order; provided, however, that the Receiving Party shall first notify the Disclosing Party of the order and permit the Disclosing Party to seek an appropriate protective order;
- h) is reported to any governmental agency or entity in the context of possible violations of federal law or regulation or in connection with making other legally required disclosures to state or local governmental commissions and agencies or to participate in investigations conducted by such agencies, entities or commissions

**3. USE OF CONFIDENTIAL INFORMATION.** In consideration of its receipt of Confidential Information, the Receiving Party agrees that it shall, and shall cause its Representatives (as defined below) to:

- a) use Confidential Information only in furtherance or for the evaluation of the ongoing or a potential business relationship between JetBlue and Company, and only in the manner(s) specified by the Disclosing Party (the “Permitted Use”), and for no other purpose;
- b) hold Confidential Information in confidence and not disclose it to any third party absent express written consent of the Disclosing Party;
- c) protect and safeguard Confidential Information to avoid unauthorized disclosure with the same degree of care as the Receiving Party uses to safeguard and protect its own confidential information of a similar nature (but in no event less than a reasonable degree of care);
- d) restrict disclosure of Confidential Information solely to those officers, directors, employees, affiliates, accountants, attorneys, consultants, and other confidential advisors of the Receiving Party with a “need to know” such Confidential Information (collectively, “Representatives”) to perform their responsibilities in connection with the Permitted Use, and ensure that such Representatives are bound by confidentiality obligations at least as strict as those stated herein;
- e) limit reproduction and dissemination of Confidential Information to that which is strictly necessary in connection with the Permitted Use, and ensure that all confidentiality and proprietary notices and legends affixed to or set forth on Confidential Information are reproduced in full on such copies;
- f) notify the Disclosing Party immediately upon discovery of any suspected unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure; and
- g) with respect to and Confidential Information disclosed hereunder indemnify, defend, and hold

harmless the Disclosing Party for all actual damages arising out of or related to a breach by the Receiving Party of its obligations under this Section 3.

**4. NO PUBLIC STATEMENTS OR USE OF MARKS.** Except to the extent required by law, neither Party shall, without first obtaining the written consent of the other Party, (i) publicly disclose the existence or terms of this Agreement, or the fact that Confidential Information is being disclosed between the Parties, (ii) publicly disclose the nature of the Permitted Use, or the fact that the Parties are engaging in proposals, discussions, meetings, and/or work in connection with the Permitted Use, (iii) use in advertising, publicity, marketing or other promotional materials or activities, the name, trade name, trademark, trade device, service mark or symbol, or any abbreviation, contraction or simulation thereof, of the other Party, or (iv) represent directly or indirectly, that any product or any service provided by such Party has been approved or endorsed by the other Party.

**5. TERM; RETURN OF INFORMATION.**

a) This Agreement shall be effective as of the Effective Date and shall continue until terminated by either Party upon thirty (30) days prior written notice. All obligations undertaken by the Receiving Party hereunder with respect to Confidential Information received prior to termination of this Agreement shall survive such termination as set forth in this Section 5.

b) The Receiving Party's obligations under Section 3 of this Agreement with respect to any item of Confidential Information shall expire two (2) years after such item of Confidential Information is first disclosed to the Receiving Party.

c) The Receiving Party shall, upon the termination of this Agreement or upon a written request by the Disclosing Party, (i) promptly destroy or return to the Disclosing Party all Confidential Information (including all copies, reproductions, compilations, summaries, and analyses thereof, together with any materials in any form which contain or are derived from Confidential Information), or (ii) destroy all of the aforementioned in a manner which preserves its confidentiality, and, upon written request, provide the Disclosing Party with a written certification of the same.

d) Notwithstanding the foregoing, nothing herein shall obligate the Receiving Party to return or destroy copies of Confidential Information that may be retained as part of the Receiving Party's electronic archival activities in the ordinary course of business, provided that any Confidential Information so retained shall continue to be subject to the Receiving Party's obligations under this Agreement until the expiration of the Receiving Party's obligations with respect to such Confidential Information under Section 5(b) hereof.

**6. REMEDIES.** JetBlue and Company acknowledge that these covenants are reasonable and necessary for the protection of the proprietary interests of each other and agree that an impending or existing violation of any provision of this Agreement may cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

**7. MISCELLANEOUS.**

a) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (i) obligate either Party hereto to disclose any Confidential Information to the other, (ii) be deemed a commitment on the part of either Party hereto to engage in any business relationship, contract, or future dealing with the other Party hereto or any other Party, or (iii) limit either Party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement. Nothing in this

Agreement is intended to create an employer/employee, principal/agent, joint venture, partnership, or other relationship between JetBlue and Company.

b) No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the limited right to use such Confidential Information for the sole purpose of the Permitted Use. Unless otherwise agreed to in writing by the Parties, all Confidential Information is provided “as is” and without warranties of any kind, except that the Disclosing Party warrants to the Receiving Party that its provision of Confidential Information hereunder does not violate or conflict with any third party’s legal (contractual or otherwise) rights with respect to such Confidential Information.

c) This Agreement may not be assigned by either Party without the prior written consent of the other. No permitted assignment shall relieve a Party of its obligations hereunder with respect to Confidential Information disclosed to that Party prior to the assignment. Any assignment in violation of this Section 7 shall be void. This Agreement shall be binding upon the Parties and their respective successors and any permitted assigns.

d) If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

e) This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both Parties.

f) This Agreement, the Parties’ rights and obligations hereunder, and any dispute or controversy arising from or related to it, shall in all respects be governed by, construed and enforced in accordance with the laws of the State of New York, without regard for its conflicts of law principles. The Parties hereto agree that the exclusive jurisdiction for any claim or suit brought to enforce a Party’s rights under this Agreement shall be the federal or state courts located in New York City, New York, and each Party hereby consents to the jurisdiction and venue of these courts. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

g) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This Agreement and any written amendments hereto may be executed by facsimile.

IN WITNESS WHEREOF, JetBlue and Company have caused this Agreement to be executed by the signature of their duly authorized officials as affixed below as of the Effective Date.

**JETBLUE AIRWAYS CORPORATION**

**(“JetBlue”)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 27-01 Queens Plaza North  
Long Island City, New York 11101

\_\_\_\_\_

**(“Company”)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## **ATTACHMENT B**

### **JetBlue 2<sup>nd</sup> Addendum to the Terminal Building Lease Agreement**

The document can be accessed via this link:

[https://drive.google.com/file/d/11ZA1CocRP\\_ufsbhCE8ADAZLRWNEQ5DZp/view?usp=sharing](https://drive.google.com/file/d/11ZA1CocRP_ufsbhCE8ADAZLRWNEQ5DZp/view?usp=sharing)

ATTACHMENT C-1

2021 BCF 202



**AGREEMENT BETWEEN JetBlue Airways AND \_\_\_\_\_  
FOR CONSULTANT SERVICES FOR \_\_\_\_\_  
(RFP/RLI # \_\_\_\_\_)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

**[DELETE RECITAL A IF CCNA NOT APPLICABLE]**

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

B. **[ADD RECITALS AS APPLICABLE]**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**DEFINITIONS**

**Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

**Board** means the Board of County Commissioners of Broward County, Florida.

**Contract Administrator** means the Director of \_\_\_\_\_, the Assistant Director of \_\_\_\_\_, or such other person designated by the Director of \_\_\_\_\_ in writing. The Contract Administrator is the representative of County concerning the Project.

**[DELETE ALL REFERENCES TO "CONTRACTOR" IF NOT APPLICABLE TO THIS CONTRACT]**

**Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for the Project.

**County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

**CPI** means the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau RI/RFP/Contract #\_\_\_\_ [BCF #202 7/14/2021] Page 45 of 94

of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County.

**CPI-Linked** means the subject amount shall be annually adjusted (increased or decreased, as applicable) by the lesser of (a) three percent (3%), or (b) the percentage change in CPI as compared to the prior year period.

**Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

**Project** means \_\_\_\_\_.

**Purchasing Director** means County’s Director of Purchasing.

**Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

**Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

**Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

### EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Amended Exhibit B</b>	<b>Amended Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit [ ]</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>
<b>Exhibit [ ]</b>	<b>[Port Everglades/ETS] Security Requirements</b>
<b>Exhibit [ ]</b>	<b>Federally Funded Contracts Requirements</b>
<b>Exhibit [ ]</b>	<b>Airport Additional Requirements</b>

### SCOPE OF SERVICES

3.5 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”).

3.6 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.7 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

3.8 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

#### **TIME FOR PERFORMANCE; DAMAGES**

4.1 **[USE THE FOLLOWING IF THE CONTRACT HAS A SPECIFIC START AND END DATE]**

The term of this Agreement shall be for the period beginning on \_\_\_\_\_ and ending \_\_\_\_\_ (\_\_) years after that date. Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

**[USE THE FOLLOWING INSTEAD IF THE TIME FOR PERFORMANCE DOES NOT BEGIN ON A SPECIFIC DATE]**

Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting

approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator 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 in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) 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, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if 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 for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by County. To exercise an extension authorized by this section, the Contract Administrator shall notify Consultant in writing prior to the end of the term of this Agreement.

## **COMPENSATION AND METHOD OF PAYMENT**

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon County's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.



5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$\_\_\_\_\_.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a “Lump Sum” basis, compensation to Consultant shall be not more than a total lump sum of \$\_\_\_\_\_.

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$\_\_\_\_\_ pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$\_\_\_\_\_. Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates (“Maximum Billing Rates”) payable by County for each of Consultant’s employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Amounts. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Predesign Services/Programming Phase	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents	___%	\$_____
Phase IV: GMP Negotiations	___%	\$_____
Phase V: Administration of the Construction Contract	___%	\$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____
<b>Total Basic Services Fee</b>	<b>100%</b>	<b>\$_____</b>

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 that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and RI/RFP/Contract #\_\_\_ [BCF #202 7/14/2021] Page 49 of 94

overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

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 Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. 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 otherwise stated herein. County shall not be liable for any such expenses that have not been approved in

writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

#### 5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses 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 Reimbursable Expenses by category and identify 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 Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that 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, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation. Consultant shall submit billings that 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 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) days after receipt of Consultant's proper invoice, as defined by County's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty

percent (50%) complete, 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 the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, County shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.5.4 Payment will be made to Consultant at the following address:  
\_\_\_\_\_.

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.7 Payments to Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. 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 Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

5.8 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

5.9 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from

any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

### **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. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment.

6.2 If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the County Administrator or the County Administrator's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

### **REPRESENTATIONS AND WARRANTIES**

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, 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. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 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. 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.

7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated

in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

7.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.10 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

7.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

7.12 Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Consultant represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Broward County Code of Ordinances.

7.13 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

7.14 Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

## **TERMINATION**

8.1 Termination. 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 receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board 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 any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, 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 if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement or any Work Authorization may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Director of the OESBD upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the OESBD if any such



participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

## **INSURANCE**

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5 All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against County and agrees to obtain same in an endorsement of Consultant's insurance policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

## EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

10.1 No Party 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 include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit \_\_\_ (or a CBE firm substituted for a listed firm, if permitted) for \_\_\_ percent (\_\_\_%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit \_\_\_ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

County has reserved this procurement solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of the Services (the "Commitment"). Consultant is a CBE firm and agrees that it shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit \_\_\_ (or CBE firms substituted or approved by OESBD during the term of this Agreement).

County has reserved this procurement solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of the Services (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit \_\_\_ (or SBE firms substituted or approved by OESBD during the term of this Agreement).

10.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by 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 OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of

Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.6 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, 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 in writing if Consultant concludes that the modification exceeds the authority under this section. 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.

10.7 County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, 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, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.8 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment.

The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.9 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 claims of nonpayment or exercising any right stated in Section 5.7.

## MISCELLANEOUS

11.35 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant’s representative(s) to whom matters involving the Project shall be addressed.

11.36 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.37 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.37.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.37.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.37.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.37.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) \_\_\_\_\_, \_\_\_\_@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE \_\_\_\_, FORT LAUDERDALE, FLORIDA 33301.**

11.38 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 (3) years after the expiration or termination of this Agreement (or longer if required by Applicable 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, 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. Consultant hereby grants County 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 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 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 upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

11.39 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. 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 9 on Consultant's Subconsultants.

11.40 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a RI/RFP/Contract #\_\_\_ [BCF #202 7/14/2021] Page 63 of 94

breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.41 Indemnification of County. Consultant shall indemnify and hold harmless County and its current, past, and future 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 intentionally wrongful conduct of Consultant or 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 subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

11.42 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.43 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Consultant.

11.44 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County \_\_\_\_\_  
Attn: \_\_\_\_\_  
115 South Andrews Avenue, Room \_\_\_\_  
Fort Lauderdale, Florida 33301  
Email address: \_\_\_\_\_

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email address: \_\_\_\_\_



11.45 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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” 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.46 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.47 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

11.48 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.49 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.50 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.51 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.

11.52 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.53 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.54 Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.55 Severability. If 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.

11.56 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.57 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.58 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.59 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse 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 reuse 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 reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.60 Payable Interest.

11.60.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.60.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.61 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.62 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.

11.63 Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88, Broward County Code of Ordinances, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide work space for the artist 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. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s).

11.64 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to County upon request all records documenting Consultant's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.65 Additional Security Requirements. Consultant shall comply with the [Port Everglades/ ETS Security Requirements] attached hereto as Exhibit \_\_\_.

11.66 Federally Funded Contracts. Consultant shall comply with the Federally Funded Contracts Requirements attached hereto as Exhibit \_\_\_.

11.67 Airport Additional Requirements. Consultant shall comply with the Airport Additional Requirements attached hereto as Exhibit \_\_\_.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_  
[Name] (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
[Name] (Date)  
Deputy County Attorney

ABC/wp  
BCF 202  
5/01/2021  
#\_\_\_\_\_

**AGREEMENT BETWEEN JetBlue Airways AND \_\_\_\_\_**  
**FOR CONSULTANT SERVICES FOR \_\_\_\_\_**  
**(RFP/RLI # \_\_\_\_\_)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
(Please Type Name)

\_\_\_\_\_  
Signature

\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

\_\_\_\_\_  
(Typed Name of Consultant/Firm)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President/Vice President

\_\_\_\_\_  
(Typed Name of Secretary)

\_\_\_\_\_  
(Typed Name and Title)

CORPORATE SEAL

\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attachment C-2**  
**Airport Additional Requirements BCF 202**

1. Additional Definitions:

- a. **Airport** means Fort Lauderdale-Hollywood International Airport (“FLL”) and/or North Perry Airport (“HWO”), located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired by County to implement development as described therein.
- b. **Aviation Department** means Broward County Aviation Department, or any successor agency.
- c. **Director of Aviation** shall mean Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.
- d. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.
- e. **Master Plan Update** means the then current Master Plan Update for the Airport, as it may be amended from time to time.

2. Additional Provisions:

3.9 Work Authorizations. All Services identified in **Exhibit A** and any Optional Services (hereinafter defined) to be performed under this Agreement shall be authorized through the issuance of work authorizations (“Work Authorization(s)”). Work Authorizations shall be in substantially the form of **Exhibit D** and shall be required before applicable Services may begin. Except as stated in Section 6.3, Work Authorizations may be executed by the Contract Administrator.

3.5.1 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.

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

3.5.2.1 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.



3.5.2.2 A budget establishing the amount of compensation, which amount shall constitute a maximum and shall not be exceeded without prior written approval of the Contract Administrator. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

(a) Salary costs in effect at the time of negotiation for each Work Authorization shall remain in effect throughout the duration of the Work Authorization.

(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 Consultant, subject to the maximum amount established pursuant to this Agreement. Amendments to Work Authorizations for Optional Services must be executed in accordance with Section 6.3. If County does not approve an increase in the amount of a Work Authorization, and the need for such increased cost is not the fault of Consultant, the dispute shall be addressed in accordance with Section 6.4.

3.5.2.3 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.

3.5.3 After the expiration or termination of this Agreement, no further Work Authorizations shall be issued. Consultant shall be required, however, to complete all Services under existing Work Authorizations in accordance with the terms of each such Work Authorization.

...

#### 11.68 Additional Requirements.

11.68.1 Additional Projects/Timing. Consultant acknowledges 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, Consultant 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.

11.68.2 Codes/Regulations. Consultant, as it relates to the Services under this Agreement, represents and acknowledges to 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, but not limited to, County and local ordinances and codes; Florida laws, rules, regulations, and grant requirements, and Federal laws, rules, regulations, advisory circulars, and grant requirements (“Regulations”). These Regulations include, but are not limited to, Passenger Facility Charge (“PFC”) requirements and the requirements of the Americans with Disabilities Act, the FAA, the Transportation Security Administration (“TSA”), and the Florida Department of Transportation (“FDOT”). Consultant and its Subconsultants, and the Services, must comply with the Regulations. Consultant and its Subconsultants shall provide any and all certifications to County as to such party’s compliance with such Regulations, as may be required by any governmental body, including FAA, TSA, FDOT, and County agencies, or as may be requested by the Aviation Department.

11.68.3 County-Provided Information. 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 County that may be required in connection with Consultant’s Services hereunder, subject to Consultant’s independent review and revalidation, if necessary. Consultant shall perform due diligence in connection with the use of such information. Consultant may review public records relevant to the Services and request to review other information pertinent to the Project. County, in making information and documents available to 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 Consultant and subject to verification by Consultant.

11.68.4 Access. 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.

11.68.5 Other Consultants. 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.

11.68.6 Rights to Inventions/Materials. If any funding for this Agreement is provided by the FAA or any other federal agency, then all rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA or any such other federal agency, and the sponsor of any grant under which this Agreement is executed. Information regarding these rights is available from the FAA and the sponsor.

11.68.7 Additional Conflict Provisions. 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.

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, in his sole discretion, as to whether such work would be detrimental to the Project or in conflict therewith.

11.68.8 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 their tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant agrees to insert the foregoing sentence in any agreements between Consultant and Subconsultants 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 County, 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 County relating to such Agreement.

11.68.9 Civil Rights - General. Consultant shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

11.68.10 Civil Rights - Title VII Assurances. Consultant shall abide by and comply with the nondiscrimination requirements set forth on **Attachment I** hereto, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.68.11 Nondiscrimination. Neither Party to this Agreement shall 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 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 C.F.R. Parts 23 and 26.

11.68.12 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant must monitor compliance with the referenced statute and regulations promulgated thereunder. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.68.13 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.68.14 Security Regulations. Consultant certifies and represents that it will comply with the Airport Security Requirements stated in **Attachment II** hereto.

11.68.15 Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subconsultants of Consultant shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43, Broward County Code of Ordinances. Consultant shall comply with the requirements of Section 2-43, Broward County Code of Ordinances, including the requirement that Consultant compensate its employees, agents, representatives, contractors, and Subconsultants for time spent completing the emergency response training.

11.68.16 Electronic Media Submittal Requirements. Consultant must comply with the electronic media submittal requirements stated in **Attachment III** hereto.

11.68.17 Retention of Records. If this Project is subject to a Federal Department of Transportation grant, in addition to complying with Section 11.5 of this Agreement, Consultant shall preserve all Agreement records for a period of five (5) years after the latter of final payment or the completion of all work to be performed pursuant to this Agreement.

11.68.18 Trade Restriction Clauses to be Included in All Solicitations, Contracts, and Subcontracts. By submission of an offer to the solicitation, Consultant certifies that with respect to the solicitation and this Agreement, Consultant:

- (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 as published by the Office of the United States Trade Representative (USTR);
- (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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- (c) has not entered into any subcontract for any product to be used on the Project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

Consultant must provide immediate written notice to County if Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require Subconsultants to provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, this Agreement shall not be awarded, or subcontracted to, any person or entity:

- (a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- (b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- (c) who incorporates in the public works project any product of a foreign country on such USTR list.

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 Consultant or a Subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Consultant shall incorporate this provision for certification without modification in all lower tier subcontracts with Subconsultants. Consultant may rely on the certification of a prospective Subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant or a Subconsultant knowingly rendered an erroneous certification, the FAA may direct, through County, cancellation of this Agreement or the subcontract, as applicable, for default at no cost to County or the FAA.

11.68.19 Termination of Agreement (All Agreements in Excess of \$10,000).

- (a) County may, by written notice, terminate this Agreement, in whole or in part, at any time, either for County's convenience or because of failure to fulfill the Agreement 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 Agreement, whether completed or in process, must be delivered to County.
- (b) If the termination is for the convenience of County, an equitable adjustment in the Agreement 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 Consultant's obligations, County may take over the work and prosecute the same to completion

by contract or otherwise. In such case, Consultant shall be liable to County for any additional cost occasioned to County thereby.

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

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

11.68.20 Suspension and Debarment Requirements for All Agreements Over \$25,000 (and for all Agreements for Auditing Services Regardless of the Amount).

Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts with Subconsultants. Where Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

11.68.21 Restrictions on Lobbying. Consultant agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Consultant 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 Consultant 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 agrees to insert the foregoing provisions in any agreements between Consultant and its Subconsultants engaged to provide Services pursuant to this Agreement and all Subconsultants shall certify and disclose accordingly.

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## ATTACHMENT I - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Consultant (hereinafter includes Subconsultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;



i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

2. *Nondiscrimination:* Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Consultant will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments under the Agreement until Consultant complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. *Incorporation of Provisions:* Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

1. Consultant agrees to undertake an affirmative action program as required by 14 C.F.R. 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 C.F.R. Part 152, Subpart E. Consultant 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. Consultant agrees that it will require its covered suborganizations to provide assurances to Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

2. Consultant agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. 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. Consultant agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409. Consultant 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 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. Part 152, Consultant 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. Consultant 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.

4. If Consultant 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 Consultant 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. Consultant shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

5. Consultant 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 Consultant shall require its covered suborganizations to keep similar records as applicable.

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

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## ATTACHMENT II - SECURITY REQUIREMENTS – AVIATION DEPARTMENT

### Airport Security Program and Aviation Regulations.

Consultant shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Consultant shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that Subconsultant, employees, invitees, and guests of Consultant observe these requirements. If required by the Aviation Department, Consultant shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant, its Subconsultants, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Consultant shall 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 shall rectify any security deficiency or other deficiency as may be determined as such by 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 fails to remedy any such deficiency, County may do so at the sole cost and expense of Consultant. 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. Consultant shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Consultant 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's personnel transferred from the Airport, or terminated from the employ of Consultant, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Consultant 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. Consultant 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 Consultant 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 Consultant shall permit any employee of Consultant or of any Subconsultant to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Consultant 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 or of any Subconsultant 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: Consultant's 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. Consultant and its Subconsultant 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. 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, persons not executing such consent-to-search/inspection form shall not be employed by Consultant or by any Subconsultant at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Consultant or by any Subconsultant.

(d) If any of Consultant's employees, or the employees of any of its Subconsultants, 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 of this Exhibit shall survive the expiration or any other termination of this Agreement.

**ATTACHMENT III – Broward County Aviation Department  
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS**

Last Revised 04/26/2017

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB) and physical drives.

Prior to development of scope of services, JetBlue will specify the deliverables to be provided via electronic media. **Prior to 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, as well as any associated**

**standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents 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 JetBlue's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at: <http://www.broward.org/Airport/Business/Standards>

**(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 developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.
- 2) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an original CAD file).

**(B) Software Formats:**

CAD Format

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2013 or later for Windows in native DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- 2) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

- 1) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by JetBlue.

- 2) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the JetBlue Contract Administrator or Project Manager.
- 3) 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 JetBlue staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- 4) All database tables: conform to the structure and field-naming guidance provided 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 JetBlue. Formats may change, at JetBlue's request, depending on the particulars of the projects. Consultant/Contractor shall inform JetBlue of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. JetBlue has the final decision as to format regardless of Consultant's/Contractor's written explanation.

#### Additional Deliverable Requirements

- 1) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.
- 2) 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 JetBlue. See Section (E) (1) below, "Non-Graphical Format", for additional requirements for non-geospatial databases.
- 3) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with JetBlue to ensure linkages will conform with and match those already in place or generated to create such links.
- 4) All CAD and GIS files shall meet FAA 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

#### **(C) Standards:**

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by JetBlue. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) CAD files should be named as described in BCAD's CAD Standard.
- 3) Layering:

- a) CAD layers must be named according to BCAD's CAD Standard.
- b) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written JetBlue approval.
- c) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. 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 JetBlue finds difficult to use.

4) Attribute Definitions:

- a) Obtain latest guidance from JetBlue concerning attribute definition, database linking and other information embedding requirements prior to production of data. 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 JetBlue.
- b) CAD data shall be attributed following Section 4.2, "Object Data", of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the JetBlue Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

5) Conformance:

- a) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from JetBlue's Contract Administrator.
- b) Pre-coordinate the development, use and submittal of 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.
- c) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.
- d)

**(D) Digital Photography:**

Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.



- 1) Photographs should be oriented properly for viewing without rotating the image (i.e., “up” should appear at the top).
- 2) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

**(E) Non-Graphic Format:**

1) 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 printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.

2) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, *et seq.*, and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.

a) If requested by JetBlue, The Consultant shall provide JetBlue with fully ADA accessible electronic files (the ADA Files) for posting on County’s website, including but not limited to fill.net.

1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.

2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County’s website.

b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

**(F) Delivery Media and Format:**

1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.

2) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).

3) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses

by the Consultant/Contractor and certified as per submittal requirements in Section (H)(2)(c) below.

4) The electronic media shall be in the format which can be readily read and processed by BCAD's target CAD/GIS systems.

5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:

a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a JetBlue issued Request for Proposal (RFP) or Request for Letters of Interest (RLI) number.

b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").

c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.

d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.

e) Special requirements for Sensitive Security Information (SSI):

1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the JetBlue Project Manager.

2. The following text must appear on either, (a) the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520. *WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.*

6) 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 JetBlue's viewing and plotting.

- b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
- 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 approved by BCAD, then an electronic 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 JetBlue as a part of the electronic 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. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.
- 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) Do not bind or explode any drawing references such as blocks and XREFs.
- h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain JetBlue'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, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide JetBlue one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).

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, along with the total number of units 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 JetBlue-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 JetBlue-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 JetBlue standards.

(6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by JetBlue.

(7) Provide the following information for each finished drawing in a PDF document:

(a) How the data was inputted (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. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.

(e) Text fonts, line styles\types used, and GIS layer file settings.

**(I) Ownership:**

1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.

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) JetBlue 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.

**(J) JetBlue-Furnished Materials to the Consultant/Contractor:**

1) JetBlue may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor"

refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, JetBlue 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 work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
- b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
- c) JetBlue will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

**(K) Other Digital Information:**

- 1) A variety of digital information may be generated by participants in the design process including JetBlue, Consultant, sub consultants, Contractor, subcontractors, JetBlue'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.