

**Request for Proposals:
Program Management Services**

**Ft. Lauderdale/Hollywood International Airport
Terminal 5 Construction Project**

AUGUST 20th, 2021

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1. PROJECT DEFINITION

JetBlue Airways Corporation (JetBlue) recently entered into an agreement with the Broward County (County or BCAD) for the construction of a new 5-gate airport terminal addition (Terminal 5) to be located on the east side of the existing Terminal 4 complex. This project (the "Project") includes multiple components as highlighted in this RFP and more fully described in the Program Design Document (PDD). JetBlue invites proposals from qualified Program Management firms, licensed and authorized to do business in Florida, to provide comprehensive program management services for the Project.

2. PROGRAM MANAGER SCOPE

JetBlue will engage the Program Manager to assist in the management, administration, and oversight of the Project. Key criteria in the selection of the Program Manager will be the commitment of both quality staff and professional services consistent throughout the Project timeline. The Program Manager will partner with the JetBlue Project Manager whose role will be to focus on safety, scheduling and cost, in addition to stakeholder communication throughout the Project's execution.

The essential range of services required include but are not limited to the following, and are further set forth in Exhibit A attached hereto:

Pre-Construction Phase

- Assist with the (i) Designer, (ii) CEI Inspector and (iii) Construction Manager at Risk selection process
- Ensure all owner contracts are signed and returned
- Receive and store ALL relevant insurances, contracts, and bonds between owner, county, and contractors
- Weekly owner status reports
- Weekly schedule updates
- Meeting coordination and recording
- Assist in responding to Public Records Requests

Construction Phase

- Administration of the Project's execution
- Overall construction site management
- General construction management administration
- Oversight of the contracts associated with the (i) Design Professional, (ii) CEI Inspector and (iii) Construction Manager at Risk
- CBE goals and reporting
- Project scheduling
- Cost management/tracking/reporting
- Invoice review and processing
- Meeting coordination and recording
- Management of master schedule
- Management of construction schedule

- Review and recommendation on all payments
- Management of all change orders and claims
- Inspection Management with Broward County Aviation Department and Building Department
- Management of all necessary testing and documentation
- Project status reports
- Management of punch list items to insure contractor completion
- Ensure that the Project achieves final completion
- Assist in responding to Public Records Requests
- Other work as assigned

Post Construction

- Maintenance and start up programs
- Validate that O&M manuals have been delivered to Broward County
- As built drawings submittal to JetBlue and Broward County
- Completion of all reimbursement documentation to Broward County
- Warranty work management and completion
- Transfer all records to JetBlue and Broward County in appropriate form
- Validate that all lien waivers are received prior to release of retainage
- Assist in responding to Public Records Requests

The Program Manager will be responsible for the services and duties as further outlined in Exhibit A. At any time and in its sole discretion, JetBlue reserves the right to (i) modify the scope of services to be provided and/or the duties of the Program Manager and/or (ii) utilize other entities to assist in the execution of the Project.

3. PROJECT DESCRIPTION

The basis for this Project is to construct a 5-gate terminal (Terminal 5) on the east side of the existing Terminal 4 facility. This will be a standalone terminal with ticket counters, inline baggage system, TSA checkpoints and a baggage screening facility, airline and concession support space, holdrooms, and concessions.

In addition to the above description, other aspects of the Project include:

- Restriping of the ramp area between the south runway and the Terminal 4
- Creation of a hardstand aircraft parking positions
- Installation of an inline hydrant fuel system for the 5 gates
- Construction of a pedestrian bridge between Terminals 4 & 5
- All new roadways and curbsides associated with this Project
- Ground Transportation Area (GTA) 4 Expansion
- Cypress Garage Pedestrian Connector
- Installation of all bag systems, jetbridges and other essential equipment

4. STAKEHOLDERS

The primary stakeholders in the Project will be JetBlue, the Broward County Aviation Department and the Design/Inspection/Construction Management teams who will be awarded work on this Project; other stakeholder include the Broward Building Code Services, Broward ARFF department and Florida FDOT.

5. REQUIREMENTS

Submissions will be accepted up to 5:00 pm EST on September 17, 2021. Submissions shall be emailed to mike.stine@jetblue.com or sent (3 copies) to the attention of Mike Stine delivered to:

JetBlue Airways Corporation
3519 SW 2nd Ave
Bay 2
Fort Lauderdale, FL 33315

Submissions received after the above time will not be considered.

Written questions may be submitted by Proposers up to September 15, 2021. Please submit questions to the above contact person by e-mail to mike.stine@jetblue.com.

Questions and answers will be circulated to all Proposers.

6. PROPOSAL EVALUATION CRITERIA

JetBlue is soliciting proposals from firms (each a "Proposer") to serve as the Program Manager for the construction of Terminal 5. The following estimated timeline shall govern the submittal and selection process:

Evaluation and Award Schedule

<u>Event</u>	<u>Date</u>
1. RFQ Advertisement to Proposers_____	8/20/2021
2. Proposal Due Date_____	9/17/2021
3. Opening, evaluation and scoring of Proposals _____	9/21/2021 (as required)
4. Presentations/Discussions (if any)_____	9/23/2021
5. Negotiations_____	9/23/2021
6. Anticipated Notice to Proceed and commencement of work_____	9/30/2021

Process

A Selection Committee (SC) will be established consisting of two JetBlue-appointed members and one member appointed by the BCAD Contract Administrator. The SC shall meet in Broward County on September 21, 2021 (and September 22, 2021, if necessary) to evaluate the proposals. The SC shall utilize a two-step process in scoring. The SC shall first determine the responsiveness and responsibility of the Proposers (Step 1) and then score each proposal in accordance with FLMP-specific criteria (Step 2, with criteria shown in Step 2 below).

Step One:	Yes/No
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Evaluate Responsiveness and Responsibility	
A. Responsiveness Criteria (submitted by Deadlines)	
Required Forms (including cover letter)	
Signatures	
Certifications & Notarizations	
A Non-Disclosure Agreement will be required prior to receipt of any Project or solicitation documents containing sensitive security information ("SSI") or other information exempt from public disclosure, in substantially the form of Exhibit B attached hereto.	
Proof of Required Licenses	
B. Responsibility Criteria	
Completion and submittal of Contractor Assurance Statement to meet County Business Enterprise (CBE) participation goal established by Broward County Office of Economic and Small Business Development (OESBD). The CBE goal for the FLMP is 15%.	
Financial Information: Provide the Proposer's last three (3) years of financial statements at the time of submittal in order to demonstrate the respondent's financial capabilities.	
Litigation/Claims History: Provide litigation history information including all "material" cases filed, pending or resolved during the last three (3) years prior to the RFP response due date, whether such cases were brought by or against the Proposer.	
Debarment or removal from JetBlue/BCAD Vendor List	
If any exist, disclose all occurrences of a final decree, declaration or order by a court, administrative hearing officer or other tribunal that the Responder has breached or failed to perform a contract.	
Performance history on any contracts with JetBlue and Broward County.	

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 must be asserted at the time of submittal and submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - 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 recommendation that the response is non-responsive.

Proposals will be evaluated based on the following criteria:

Step Two: Project Specific Evaluation Criteria	Points
Company safety plan and rating	
Specific approach to the scope of work identified	
Project organization and key personnel: Evaluation will include	

qualifications of the proposed organization and relevant experience of key personnel	
References for key personnel	
Evaluation of past performance, including but not limited to work previously awarded by JetBlue or the County	
Experience on similar projects: Evaluation will include the proposed staff's experience on similar projects with similar levels of complexity	
Capability and Capacity: Evaluation will include the Proposer's and staff's ability to support the Project given existing workload, staff qualifications and depth of experience	
Sustainability: Provide past project experience where practices of sustainable design have been implemented	
County Business Enterprise (CBE) compliance: A goal of 15% has been established for each Professional Services team for this Project	
Presentations/Discussions	
Experience and proficiency with the Broward County's (i) Building Information Modeling ("BIM") Standard, Version One (dated September 26, 2013), and BCAD's BIM Integration Plan (dated September 26, 2013)	
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 FLMP.	
Willingness to meet time and budget requirements	
Office location	
Recent, current and projected workloads	
Sum	100

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

The SC shall conduct discussions with, and may require presentations by, at least three (3) Proposers regarding their qualifications, approach to the Program, and ability to furnish the required services; provided, however, that the SC may conduct discussions with 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 Proposer for ranking in order of preference.

JetBlue will undertake negotiations on September 22, 2021 (if the SC does not request presentations) or September 23, 2021 (if the SC does request presentations) for a contract with the first-ranked firm 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. Negotiations will be publicly noticed and held in Broward County and summary minutes of the negotiations will be made.

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, Broward County and JetBlue shall meet to

determine whether (1) to conduct a re-solicitation or (2) to terminate this RFP. Furthermore, JetBlue reserves the right to accept or reject any or all proposals at its sole discretion. Written proposals will be evaluated and those organizations deemed appropriately responsive will be asked to attend an interview.

Cone of Silence. From the time of appointment of the members of the SC until the SC issues its final ranking/report of the responses to the RFP or JetBlue terminates the solicitation, the individual members of the SC shall only communicate with each other regarding any aspect of the two-step solicitation process at publicly-noticed and held meetings. For all solicitations, communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements.

Disqualification. 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.

Public Art Requirements. The Proposer must comply with the Program's Public Art requirements in accordance with Section 1-88 of the Broward County Code of Ordinances, and applicable County Administrative Code provisions.

Non-Collusion/Conflicts of Interest. By responding to this solicitation, the Proposer certifies on behalf of itself and its affiliates that this offer is made independently and free from collusion. Proposer shall disclose to its best knowledge, any JetBlue or Broward County officer or employee, or any "relative" of any such officer or employee (as "relative" is defined in Section 112.3135(1)(d), Florida Statutes (1989)), who is an officer or director of, or had a material interest in, the Proposer's business, who is in a position to influence this procurement. Any JetBlue or Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be a person having a material interest in the Proposer's business if they directly or indirectly own more than 5% of the total assets or capital stock of such business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer. Failure of a Proposer to disclose any relationship described herein shall be reason for exclusion from further consideration.

7. COMPETITIVE SOLICITATION PROTESTS

Any Proposer aggrieved in connection with the competitive solicitation process may file a protest with JetBlue as set forth below:

Protest of Solicitation Specifications/Requirements

Any protest concerning the solicitation specifications or requirements shall be submitted in writing to JetBlue within seven (7) calendar days from issuance of the solicitation, 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.

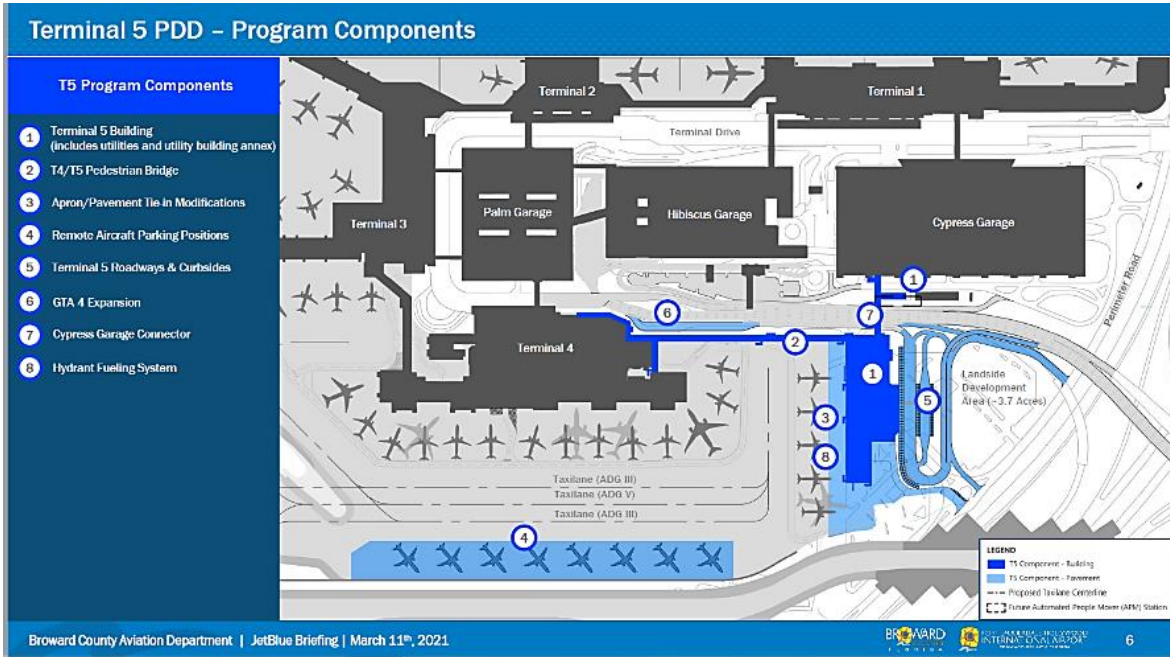
Arbitrator to Resolve Protests

Within five (5) Business Days of receipt of a timely-filed protest under the “Protest of Solicitation Specifications/Requirements” or “Protest of Decision of SC” sections, 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.

8. OTHER REQUIREMENTS

Please refer to Appendix B for JetBlue’s proposed terms and conditions. Provide any objections, issues or concerns regarding these terms and conditions.

APPENDIX A - CONCEPTUAL DESIGN: Terminal 5



APPENDIX B - PROGRAM MANAGEMENT SERVICES AGREEMENT

**AGREEMENT BETWEEN BROWARD COUNTY AIRWAYS CORPORATION AND [_____]
FOR PROGRAM MANAGER SERVICES FOR TERMINAL 5, FORT LAUDERDALE INTERNATIONAL AIRPORT
(RFP/RLI # _____)**

This Agreement (“Agreement”) is made and entered by and between JetBlue Airways Corporation (“JetBlue”), a Delaware corporation located at 27-01 Queens Plaza North, Long Island City, New York 11101 and [_____], a [_____] located at [_____] (“Program Manager” or “Consultant”), for the services outlined herein. (each a “Party” and collectively referred to as the “Parties”).

9. RECITALS

- A. **WHEREAS**, JetBlue is engaged in the business of, among other things, providing passenger airline services at the Fort Lauderdale/Hollywood International Airport (the “Airport”), and has been asked to lead the Project to construct Terminal 5 and its ancillary components, and
- B. **WHEREAS**, Program Manager has skills and experience related to program management of major capital projects, and JetBlue wishes to avail itself of Program Manager’s skills and experience in connection with the Project, as more particularly described herein;

ARTICLE 1. DEFINITIONS

- 1.1 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.
- 1.2 Board means the Board of County Commissioners of Broward County, Florida.
- 1.3 Contract Administrator means such person designated by JetBlue in writing. The Contract Administrator is the representative of JetBlue concerning the Project.
- 1.4 Contractor shall mean the person, firm, corporation, or other entity who enters into an agreement with JetBlue to perform the construction work for the Project.
- 1.5 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6 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 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 JetBlue.
- 1.7 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.

1.8 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the JetBlue or issued by the County.

1.9 Project means Ft. Lauderdale/Hollywood International Airport Terminal 5 Construction Project.

1.10 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.

1.11 Subconsultant means an entity or individual providing services to JetBlue through Program Manager for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Amended Exhibit B	Amended Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultant Schedule and Letters of Intent
Exhibit G	Airport Additional Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1 Program Manager 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").

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Program Manager to complete the Project. If Program Manager determines that work should be performed to complete the Project and, in Program Manager's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Program Manager shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Program Manager 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 JetBlue to Program Manager to perform the work. Any such work that would entail additional compensation to Program Manager, 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 Program Manager outside the originally anticipated level of effort without prior written approval shall be at no additional cost to JetBlue.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. JetBlue and Program Manager may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of

the Project. Notwithstanding the foregoing, JetBlue shall have the right to terminate negotiations at any time at no cost to JetBlue and procure services for other Project phases from any other source.

3.4 JetBlue shall assist Program Manager by placing at Program Manager's disposal all information JetBlue has available pertinent to the Project, including previous reports and any other data relative to the Project. JetBlue shall arrange for access to, and make all provisions for, Program Manager to enter upon public and private property as required for Program Manager to perform its Services. JetBlue shall review any itemized deliverables and documents required to be submitted by Program Manager and respond in writing with any comments within the time set forth in Exhibit A. JetBlue shall give prompt written notice to Program Manager whenever JetBlue 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 Program Manager's Services.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 TERM

The term of this Agreement shall be for the period beginning on _____ and ending _____ () years after that date. Program Manager 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 If the Contract Administrator determines that Program Manager is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by JetBlue or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Program Manager, or because of delays caused by factors outside the control of Program Manager, 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 Program Manager 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 Program Manager's control, and to inform the Contract Administrator of all facts and details related to the delay. Program Manager must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.3 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with JetBlue, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Program Manager's Services are extended beyond the substantial completion date through no fault of Program Manager, then Program Manager shall be compensated in accordance with Article 5 for all Services rendered by Program Manager beyond the substantial completion date.

4.4 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with JetBlue, and the failure to substantially complete is caused in whole or in part by Program Manager, then Program Manager shall pay to JetBlue 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 JetBlue are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

ARTICLE 5. 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 Program Manager and constitute a limitation upon JetBlue's obligation to compensate Program Manager for Services under this Agreement, but do not constitute a limitation of any sort upon Program Manager'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 Program Manager shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$ [REDACTED].

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Program Manager shall be not more than a total lump sum of \$ [REDACTED].

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

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

5.1.5 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by JetBlue for each of Program Manager's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Program Manager shall bill JetBlue 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. Program Manager 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.

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 overhead rates shall be Program Manager'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 Program Manager 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 Program Manager shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Program Manager 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 Program Manager or any Subconsultant, Program Manager shall reimburse JetBlue based upon the actual costs determined by the audit. JetBlue may withhold the amount Program Manager is required to reimburse JetBlue from any payment due Program Manager.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Program Manager'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 Program Manager to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such JetBlue approval, invoice JetBlue accordingly.

5.2.4 The total hours payable by JetBlue for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Program Manager'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 Program Manager'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 Program Manager or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Program Manager 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, Program Manager agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. JetBlue 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. Program Manager 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 Program Manager is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Program Manager's cost accounting forms with a summary of charges by category. When requested, Program Manager 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. Program Manager 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, Program Manager 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 JetBlue shall pay Program Manager within thirty (30) days after receipt of Program Manager'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 JetBlue 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 Program Manager 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 Program Manager's completion of each phase to the satisfaction of the Contract Administrator, JetBlue shall remit to Program Manager any amounts withheld as retainage for that phase.

5.5.4 Payment will be made to Program Manager at the following address:

[REDACTED]

5.6 Payments to Subconsultants. Program Manager must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from JetBlue for such subcontracted work or supplies. If Program Manager withholds an amount as retainage from a Subconsultant or supplier, Program Manager shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from JetBlue. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Program Manager demonstrates timely payments of sums due to all Subconsultants and suppliers. Program Manager shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

5.7 Withholding by JetBlue. Notwithstanding any provision of this Agreement to the contrary, JetBlue 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) Program Manager's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by JetBlue.

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

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

6.1 JetBlue or Program Manager 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"), JetBlue 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 Program Manager and JetBlue 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.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

7.2 Claims Against Program Manager. Program Manager 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 Program Manager, threatened against or affecting Program Manager, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Program Manager 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 Program Manager or on the ability of Program Manager to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Program Manager represents and warrants that all statements and representations made in Program Manager's proposal, bid, or other supporting documents submitted to JetBlue 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 Program Manager executes this Agreement, unless otherwise expressly disclosed in writing by Program Manager.

7.4 Contingency Fee. Program Manager represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Program Manager, 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. Program Manager's compensation under this Agreement is based upon its representations to JetBlue, and Program Manager certifies that the wage rates, factual unit costs, and other information supplied to substantiate Program Manager's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Program Manager executes this Agreement. Program Manager'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. Program Manager 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. Program Manager 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 Program Manager has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Program Manager 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. Program Manager represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with JetBlue on any of the grounds stated in Section 287.135, Florida Statutes. Program Manager 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. Program Manager represents that Program Manager 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 Program Manager violates this section, JetBlue may immediately terminate this Agreement for cause and Program Manager shall be liable for all costs incurred by JetBlue due to the termination.

7.9 Warranty of Performance. Program Manager 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. Program Manager 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. Program Manager 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. Program Manager represents and certifies that Program Manager 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, Program Manager 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 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”), Program Manager 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.

7.13 Breach of Representations. Program Manager acknowledges that JetBlue is materially relying on the representations, warranties, and certifications of Program Manager stated in this article, and JetBlue 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 Program Manager; (c) set off from any amounts due Program Manager the full amount of any damage incurred; and (d) debarment of Program Manager.

ARTICLE 8. 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 or if it is not capable of correction within ten days, within such time as the parties reasonably agree that it may be corrected, such time not to exceed thirty (30) additional days. This Agreement may also be terminated by upon such notice as JetBlue deems appropriate under the circumstances if JetBlue determines that termination is necessary to protect the public health, safety, or welfare. If JetBlue 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 Program Manager 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 JetBlue Program Manager'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;

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination 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, Program Manager 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 JetBlue to retain any sums otherwise due and payable.

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

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Program Manager shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Program Manager shall maintain insurance coverage against claims relating to any act or omission by Program Manager, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

9.2 Program Manager 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, Program Manager shall provide JetBlue 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 JetBlue, Program Manager shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after JetBlue's request.

9.4 Program Manager 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 Program Manager has been completed, as determined by Contract Administrator. Program Manager or its insurer shall provide notice to JetBlue 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 JetBlue 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 JetBlue's Risk Management Division.

9.6 If Program Manager maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, JetBlue 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 JetBlue insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Program Manager.

9.7 Program Manager shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to JetBlue for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Program Manager shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against JetBlue. JetBlue may, at any time, require Program Manager 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. Program Manager agrees that any deductible or self-insured retention may be satisfied by either the named insured or JetBlue, if so elected by JetBlue, and Program Manager agrees to obtain same in endorsements to the required policies.

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

9.9 Program Manager 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 Program Manager under this article. Program Manager 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. Program Manager shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10 If Program Manager or any Subconsultant fails to maintain the insurance required by this Agreement, JetBlue may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Program Manager. If requested by JetBlue, Program Manager 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, Program Manager 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.

ARTICLE 10. 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. Program Manager 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 Program Manager 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 JetBlue, Program Manager 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.

10.3 Each CBE firm utilized by Program Manager to meet the CBE goal must be certified by OESBD. Program Manager shall inform JetBlue immediately when a CBE firm is not able to perform or if Program Manager believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Program Manager to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Program Manager 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 Program Manager shall notify JetBlue, and OESBD may adjust the CBE goal by written notice to Program Manager. Program Manager shall not terminate a CBE firm for convenience without JetBlue's prior written consent, which consent shall not be unreasonably withheld.

10.4 The Parties stipulate that if Program Manager fails to meet the Commitment, the damages to JetBlue arising from such failure are not readily ascertainable at the time of contracting. If Program Manager fails to meet the Commitment and JetBlue determines, in the sole discretion of the OESBD Program Director, that Program Manager failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Program Manager shall pay JetBlue

liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Program Manager 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 JetBlue, such liquidated damages amount shall be either credited against any amounts due from JetBlue, or must be paid to JetBlue within thirty (30) days after written demand. These liquidated damages shall be JetBlue's sole contractual remedy for Program Manager's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Program Manager 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 JetBlue, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Program Manager, shall not be deemed a failure by Program Manager to meet the Commitment.

10.5 Program Manager 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 Program Manager and shall include a deadline for Program Manager to notify JetBlue in writing if Program Manager concludes that the modification exceeds the authority under this section. Failure of Program Manager to timely notify JetBlue of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Program Manager.

10.6 JetBlue 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. Program Manager 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.

10.7 Program Manager shall provide written monthly reports to the Contract Administrator attesting to Program Manager's compliance with the Commitment. In addition, Program Manager shall allow JetBlue to engage in onsite reviews to monitor Program Manager'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 JetBlue Administrator.

10.8 The presence of a "pay when paid" provision in a Program Manager's contract with a CBE firm shall not preclude JetBlue or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Program Manager 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 JetBlue employees with authority pertaining to day-to-day Project management or activities. Program Manager shall notify Contract Administrator in writing of Program Manager's representative(s) to whom matters involving the Project shall be addressed.

11.2 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 Program Manager in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by JetBlue, and Program Manager hereby transfers to JetBlue 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 JetBlue and shall be delivered by Program Manager within fifteen (15) days after expiration or termination. Any compensation due to Program Manager may be withheld until all Documents and Work are received as provided in this Agreement. Program Manager shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Public Records. Program Manager shall:

11.3.1 Keep and maintain public records required by JetBlue to perform the services under this Agreement;

11.3.2 Upon request from JetBlue, provide JetBlue 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;

11.3.3 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 JetBlue; and

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

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

Any material submitted to JetBlue that Program Manager 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, Program Manager 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 JetBlue for records designated by Program Manager as Trade Secret Materials, JetBlue shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Program Manager. Program Manager shall indemnify and defend JetBlue 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 PROGRAM MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROGRAM MANAGER'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.

11.4 Audit Rights and Retention of Records. Program Manager 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 JetBlue inspection and subject to audit and reproduction during normal business hours. JetBlue audits and inspections pursuant to this section may be performed by any JetBlue representative (including any outside representative engaged by JetBlue). JetBlue 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). JetBlue may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Program Manager'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 Program Manager or Subconsultants.

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

Program Manager 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 JetBlue'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 JetBlue of any nature by Program Manager or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by JetBlue, in addition to making adjustments for the overcharges, Program Manager shall pay the actual cost of JetBlue'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 JetBlue's findings to Program Manager.

11.5 Subconsultants. Program Manager shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Program Manager 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. Program Manager 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 Program Manager's Subconsultants.

11.6 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 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. JetBlue reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to JetBlue to reasonably compensate it for the performance of any such due diligence.

11.7 Indemnification of JetBlue. Program Manager shall indemnify and hold harmless JetBlue 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 Program Manager or other persons employed or utilized by Program Manager 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 JetBlue Attorney, any sums due Program Manager under this Agreement may be retained by JetBlue until all of JetBlue'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 JetBlue.

11.8 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.

11.9 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 JetBlue and Program Manager.

11.10 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 JETBLUE:

[Redacted]

Attn: [Redacted]

[Redacted]

Email address: [Redacted]

FOR PROGRAM MANAGER:

[Redacted]

[Redacted]

[Redacted]

Email address: [Redacted]

11.11 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.

11.12 Program Manager’s Staff. Program Manager will provide the key staff identified in its proposal for Project as long as said key staff are in Program Manager’s employment. Program Manager will obtain prior written approval of Contract Administrator to change key staff. Program Manager 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 Program Manager’s staff, Contract Administrator shall first meet with Program Manager and provide reasonable justification for said removal; upon such reasonable justification, Program Manager shall use good faith efforts to remove or reassign the staff at issue.

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

11.14 Independent Contractor. Program Manager 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 Program Manager nor its agents shall act as officers, employees, or agents of JetBlue, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Program Manager shall not have the right to bind JetBlue to any obligation not expressly undertaken by JetBlue under this Agreement.

11.15 Conflicts. Neither Program Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or

incompatible with Program Manager's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Program Manager's officers or employees shall serve as an expert witness against JetBlue in any legal or administrative proceeding in which he, she, or Program Manager 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 JetBlue 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 Program Manager 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 Program Manager is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Program Manager shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Program Manager.

11.16 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. JetBlue'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.

11.17 Compliance with Laws. Program Manager 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.

11.18 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.

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

11.20 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.

11.21 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.

11.22 Reuse of Project. JetBlue may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Program Manager's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Program Manager 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, Program Manager will be paid a reuse fee to be negotiated between Program Manager and JetBlue, 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.

11.23 Payable Interest.

11.23.1 Payment of Interest. Unless prohibited by Applicable Law, JetBlue shall not be liable for interest to Program Manager for any reason, whether as prejudgment interest or for any other purpose, and Program Manager 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.

11.23.2 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 JetBlue 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).

11.24 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.

11.25 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.

11.26 Airport Additional Requirements. Program Manager shall comply with the Airport Additional Requirements attached hereto as Exhibit G.

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

IN WITNESS WHEREOF, this Agreement has been made by the parties hereto as of the day and year first above written:

JETBLUE AIRWAYS CORPORATION

[_____]

("JetBlue")

("Program Manager")

By: _____

By: _____

Name: _____

Name:

Title: _____

Title:

Exhibit A Scope of Services

The Services include, but are not limited to:

- Utilization of the establish PDD document as the foundation for the project
The PM shall assist in the validation of the PDD. This task shall include determination of project relationships, estimates of construction costs and schedules, life cycle costs where appropriate, and a determination of project sequencing and staging within the Project site. The PM shall assist JetBlue to validate the PDD as required to achieve optimum and timely logistics, planning, design, testing and construction.
- Full partnership with the JetBlue Project Manager in the execution of the Terminal 5 program
The PM shall complete program planning services as required such that Terminal 5 is appropriately and adequately planned, and can be appropriately and adequately administered and constructed.

The PM shall make recommendations to JetBlue regarding construction phasing and the packaging of enabling projects into contracts to minimize costs, conflicts within the Project, and maintain efficient operations of the airport and all carriers.

The PM shall make recommendations to JetBlue regarding the site work plan to minimize program costs and conflicts within the Project site and maintain efficient operations of the airport and all carriers.

The PM may prepare and update, as directed by JetBlue, anticipated schedules for the construction of each project (utilizing **scheduling program**) in the Program.

The PM shall prepare and update, as directed by JetBlue, cost estimates for the construction of each component of Terminal 5. These estimates will serve as the basis of the Project budget. The PM will prepare a project budget for each component in the Project as directed by JetBlue.

At the direction of JetBlue, the PM shall evaluate and check the accuracy of all designed prepared estimates of construction costs at 30, 60, 90 and 100 percent design (or as determined by JetBlue) to determine the correct methodologies and assumptions were used and the estimates are reasonable.

As directed by JetBlue, and if a Construction Manager at Risk (CMR) has not been identified at 60 percent design, the PM shall evaluate all plans and specifications to determine if the designs are efficient, accurate and economic from a construction standpoint.

- Assist JetBlue in the preparation of the RFP documents for the Design Professional, the CEI Inspector and the Construction Manager at Risk
- Oversee the implementation of the Design Professional, CEI Inspector Services and the Construction Manager at Risk operation

At the direction of JetBlue, the PM shall assist JetBlue in the procurement and oversight of Design, CEI and CMR services related to the Project. Such assistance shall include, but not be limited to, pre-construction services developing scopes of work, evaluation criteria, levels of effort and cost estimates, as well as oversight of all aspects of the Design, CEI and CMR's contracts. The PM shall coordinate with the JetBlue to develop standards for the Designer, CEI and CMR in areas such as inspections, safety, scheduling, change order logs and quality plans and specifications.

The PM shall assist in coordinating the construction activity of the Project between airline Operations, airport Infrastructure, Contractors to JetBlue, Project-affiliated entities and outside

entities, where necessary. At a minimum, the PM shall create Construction Activity Plans for this purpose.

- Ensure all teams involved in the projects execution are included in all project execution reviews and include but are not limited to BCAD, TSA, Broward Fire and Sheriff Office, Building Code Services, the FAA, CBP, FDOT among others

As directed by JetBlue, the PM shall ensure that all reviews and approvals from the necessary outside agencies are completed within the design schedule. Outside agencies may include, but are not limited to, Customs and Border Protection (CBP), Transportation Security Agency (TSA), Broward County Aviation Department (BCAD), Broward County and Federal Aviation Administration (FAA).

- Provide oversight of field construction, inspection, testing, and punch list, all as more specifically set forth on,
- Ensure that all teams and sub-contractors are following a safety and QA/QC program which is tracked daily

The PM shall assist in developing, maintaining and updating a safety and QA/QC Plan (Plan) for all components in the Project. This plan shall be submitted to the JetBlue Project Manager and BCAD for approval.

This Plan shall comply and be coordinated with the safety and QA/QC programs of JetBlue and BCAD, where applicable.

The Plan shall apply to all phases of design and construction work associated with the Project.

The objective of the Plan shall be to assure that all work performed for the Project are subject to the management of the PM and shall conform with or exceed all applicable standards, regulations and requirements for safety, quality, reliability and maintainability.

- Development and update of a project schedule plan reviewed daily/monthly
- Review contractor schedules and update to the master project schedule
- Implement, manage and provide a cost/budget reporting system

The PM shall assist JetBlue to perform cost and budget management for all components in the design and construction phase of the Project. Project scheduling is assumed to be a construction management function, however, in the event that CMR procurement is delayed, JetBlue may request the PM perform program-wide scheduling (**scheduling program**).

The PM shall maintain project budget reports to assure that actual Project expenditures are accurately tracked and the forecast of the total Project cost is accurately projected and updated. These reports must include actual expenditures from JetBlue, JetBlue's reimbursement from BCAD and as well as project cost increases from Design Professional and CMR change logs. The PM shall complete the reports in a timely manner, according to a schedule developed by JetBlue.

In order to monitor the costs of components within the Project, the PM shall operate and maintain a cost and budget system. The PM shall use a cost and budget system approved by JetBlue.

The PM shall prepare regular project reports on a schedule to be determined by JetBlue. The reports shall include project status and critical risk updates from the PM, current and forecast budget information based on actual and anticipated changes, Project expenditures to date, the Project schedule where available and any necessary analysis or recommendations to keep the Project on schedule and within budget.

- Provide cost estimating support as necessary

The PM shall assist JetBlue Project Manager to identify risks to the Project that will affect schedule and budget adherence, including risks from external sources. Where applicable, JetBlue may request the PM to apply additional analytical tools, such as a risk register.

The PM shall assist with performing and tracking close-out items for completed projects, as well as helping JetBlue to create standards for transitioning items from the construction program to the maintenance divisions. This shall also include LEED Certification, Commissioning, As-Built Documents, Lien Release Letters and Warranty Letters.

As requested by JetBlue, the PM shall assist in developing additional reports to monitor the Project. This may include additional program-wide reports.

- On a monthly basis, implement, track and report out the professional services subcontractor CBE percentages based on usage of certified groups that are certified by the Broward County Office of Economic and Small Business Development (OESBD) to ensure we meet our goal of 15% related to the PM, DM, CEI Teams
CBE requirements are on professional services, the selected firm 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).
- Review and assist in the processing of all invoices and payment systems to process monthly invoices
- Track the change order process monthly
The PM shall assist JetBlue to refine the process for identifying and tracking proposed changes, assessing impact and obtain JetBlue approval or disapproval, and implementing approved changes to the Project during the design and construction phases. The PM shall review the CMR cost estimated for Change Order requests. As directed by JetBlue, the PM may be requested to provide an additional independent estimate.
- Establish and maintain a document control system
For document control and maintenance the PM shall operate and maintain a web-based project management system, including providing project site administration, training and support for end-users. If required, the PM shall assist JetBlue in implementing, operating and maintaining a new web-based reporting system.

At the direction JetBlue, the PM shall facilitate the process of coordinating and organizing master specification documents, including making recommendations for process improvements and/or technical tools for its management. JetBlue may request the PM to assist with training on new standard processes or technical tools. This may include assisting JetBlue to update current Project design guidelines for individual project components.

At the direction of JetBlue, the PM shall facilitate the process of coordinating and organizing as-built documents to baseline BCAD-provided infrastructure information and to incorporate new documents at the conclusion of each major component construction. This may include assistance with process improvement or technical tools for its management. JetBlue may request the PM to assist with training on new standard processes or technical tools.

The PM should monitor and review emerging technologies that could be employed by JetBlue and should assist JetBlue to incorporate relevant items into specification documents, where applicable.

- Provide project oversight teams as required for successful execution of the program
- Environmental review analysis of the jobsite
- Coordinate and lead daily, weekly, monthly project updates as required and requested
The PM shall attend Airport Operations and BCAD meetings as requested by JetBlue, coordinate with JetBlue, Airport Operations and other carriers on any service impacts of the Project and document service impacts including, but not limited to, ramp modifications, gate closures, and rerouting of AOA access, and shall include pertinent outside events that may affect airline construction schedules. The PM shall also attend project progress meetings, where requested. Depending on the weekend construction activities, the PM should be prepared to provide additional staff to JetBlue and airlines on weekends to report on various construction activities and provide assistance and updates as requested by JetBlue.

- Prepare and present a monthly Executive Summary Presentation to BCAD Senior Leadership
The PM shall prepare, attend and present an executive Project update monthly to JetBlue and BCAD. The following information shall include but not be limited to:
 - Accomplishments during the last period (month)
 - Milestones and/or tasks completed
 - Current activities
 - Critical paths that may impact budget and/or schedule
 - Budget overview
 - CBE overview
- Program Management Team should provide oversight of field construction, inspection, testing and punch list items
- Ensure that we are following all governmental directives/project requirements to execute the various components that interface with the Florida DOT and/or other such entities
- All PM teams must be able to acquire a SIDA badge to work at the airport

Attach Program Manager's proposal, and any other documents that describe the scope, timeline, fees, and other key aspects of the Services.

Attach the RFP, or portions thereof that include any key requirements for the Services.

**Exhibit B
Maximum Billing Rates**

Project No: [Project Number]
 Project Title: [Project Title]
 Program Manager/ [Name]
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Each Maximum Billing Rate is CPI-Linked

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

**Amended Exhibit B
Amended Maximum Billing Rates**

Project No: [Project Number]
 Project Title: [Project Title]
 Program [Name]
 Manager/
 Subconsultant:

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM HOURLY RATE (X% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00

Each Amended Maximum Billing Rate is CPI-Linked

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Notes:

Program Manager has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Program Manager

JetBlue

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit
Reimbursables for Direct Non-Salary Expenses

B-1

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit C
Minimum Insurance Requirements

Program Manager shall obtain and maintain at all times during the term of this Agreement the following insurance coverage from companies acceptable to JetBlue: (a) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Mobile Equipment and Contractual coverages) for bodily injury, including personal injury, and property damage, (b) Automobile Liability for owned, non-owned and hired vehicles and trailers, (c) Employer's Liability, and (d) Workers' Compensation, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	[\$2,000,000] AGG
Premises:	[\$1,000,000] OCC
Products & Completed Operations:	[\$1,000,000] OCC
Personal/Advertising Injury:	[\$1,000,000] OCC
Contractual:	[\$1,000,000] OCC
Automobile Liability:	[\$1,000,000]
OCC (\$25,000,000 OCC, if automobile access to the AOA)	
Employer's Liability:	[\$1,000,000] Per Claim
Workers' Compensation:	Per State Requirements

With respect to the Commercial General and Automobile Liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by JetBlue, (b) name the Indemnified Parties as additional insureds, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Program Manager is solely responsible for the payment of all premiums, deductibles, self-insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) or Program Manager's insurer or insurance representatives to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Program Manager relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision.

With respect to the Employer's Liability and Workers' Compensation insurance, each policy shall contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance.

Prior to Program Manager first performing Services hereunder, and prior to the expiration or other termination of any such insurance, Program Manager shall furnish to JetBlue certificates evidencing that Program Manager has the insurance required hereby. All insurance required to be carried by Program Manager hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the applicable jurisdictions and having either a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or as approved by JetBlue.

In addition to the requirements set forth above, Program Manager shall obtain and maintain at its sole cost and expense any additional insurance coverage as may be required by the applicable rules, regulations, procedures and publications of the County, local agencies and building departments, and other governmental authorities having jurisdiction.

**Exhibit D
Work Authorization**

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Program Manager: _____

This Work Authorization is between JetBlue and Program Manager pursuant to the Agreement. Program Manager affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Program Manager. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of JetBlue’s Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: \$[_____].

The total fee for goods and services under this Work Authorization is: \$[_____] (“Total Fee”).

The Total Fee shall be invoiced by Program Manager upon written acceptance by JetBlue of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

Exhibit E
Schedule of Subconsultants

Project No:

Project Title:

Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Exhibit F CBE Subconsultant Schedule and Letters of Intent

Exhibit G

Airport Additional Requirements

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 the 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:

3.5 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.

...

11.26 Additional Requirements.

11.26.1 Additional Projects/Timing. Program Manager 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, Program Manager 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.

11.26.2 Codes/Regulations. Program Manager, 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”). Program Manager and its Subconsultants, and the Services, must comply with the Regulations. Program Manager 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.

11.26.3 County Provided Information. In order to avoid a duplication of effort or expense, Program Manager agrees to utilize any County provided or JetBlue 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 Program Manager’s Services hereunder, subject to Program Manager’s independent review and revalidation, if necessary. Program Manager shall perform due diligence in connection with the use of such information. Program Manager may review public records relevant to the Services and request to review other information pertinent to the Project. County and JetBlue, in making information and documents available to Program Manager, do not certify the accuracy or completeness of such data. Any conclusions or assumptions drawn thereof by Program Manager shall be the sole responsibility of Program Manager and subject to verification by Program Manager.

11.26.4 Access. Program Manager shall arrange for access to, and make all provisions to enter upon public and private property as required for Program Manager to perform its Services.

11.26.5 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 Program Manager, and the Program Manager shall cooperate fully in such review.

11.26.6 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.

11.26.7 Additional Conflict Provisions. Program Manager, its Subconsultants, and the subsidiaries, officers, and personnel of Program Manager 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.

Program Manager, its Subconsultants, and the subsidiaries, officers, and personnel of Program Manager 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 Program Manager 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.

11.26.8 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. Program Manager agrees to insert the foregoing sentence in any agreements between Program Manager 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.

11.26.9 Civil Rights - General. Program Manager 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.

11.26.10 Civil Rights - Title VII Assurances. Program Manager 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.

11.26.11 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. Program Manager 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.

11.26.12 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. Program Manager must monitor compliance with the referenced statute and regulations promulgated thereunder. Program Manager must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.26.13 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. Program Manager must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Program Manager 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). Program Manager 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.

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

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

11.26.16 Electronic Media Submittal Requirements. Program Manager must comply with the electronic media submittal requirements stated in **Attachment III** hereto.

11.26.17 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, Program Manager 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.

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

(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.

Program Manager must provide immediate written notice to County if Program Manager learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. Program Manager must require Subconsultants to provide immediate written notice to Program Manager 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 Program Manager or a Subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Program Manager shall incorporate this provision for certification without modification in all lower tier subcontracts with Subconsultants. Program Manager 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 Program Manager 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 Program Manager 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.

11.26.19 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 Program Manager's obligations, County may take over the work and prosecute the same to completion by contract or otherwise. In such case, Program Manager 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 Program Manager 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.

11.26.20 Suspension and Debarment Requirements for All Agreements Over \$25,000 (and for all Agreements for Auditing Services Regardless of the Amount). Program Manager 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. Program Manager will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts with Subconsultants. Where Program Manager or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

11.26.21 Restrictions on Lobbying. Program Manager agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Program Manager 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 Program Manager 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. Program Manager agrees to insert the foregoing provisions in any agreements between Program Manager 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, Program Manager, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Program Manager (or Consultant, and 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 (BCAD)
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, BCAD 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 BCAD'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 BCAD.
- 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 BCAD 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 BCAD 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 BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

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 BCAD. 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 BCAD 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 BCAD. 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 BCAD 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 BCAD finds difficult to use.

4) Attribute Definitions:

a) Obtain latest guidance from BCAD 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 BCAD.

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 BCAD 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 BCAD'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) 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 BCAD, The Consultant shall provide BCAD 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 the 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 BCAD 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 BCAD 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 BCAD'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 BCAD 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 BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

1) Provide the following information for each finished drawing:

a) How the data were input (e.g., keyed in, downloaded from a survey total station

instrument (include name and model), and other identification data).

- b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.)
- c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d) Layer assignments and lock settings.
- e) Text fonts, line styles\types used, and GIS layer file settings.
- f) Any additional information per FAA ACs and BCAD standards.

(H) Submittal:

1) Submit as Project Record Documents, 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 BCAD 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 BCAD-furnished materials.
- (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
- (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
- (6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
- (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) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

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

1) BCAD 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, BCAD 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) BCAD 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 BCAD, Consultant, sub consultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.