

**AGREEMENT BETWEEN BROWARD COUNTY AND T.Y. LIN INTERNATIONAL  
FOR CONSULTANT SERVICES FOR PORT EVERGLADES BULKHEAD REPLACEMENT PROJECT,  
GROUP 1  
(RFP# PNC2120415P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and T.Y. Lin International, a foreign corporation authorized to transact business in the State of Florida ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County issued a Request for Proposals ("RFP") No. PNC2120415P1, seeking a qualified firm to provide professional consulting services for the Port Everglades Bulkhead Replacement Project (the "Project").

B. Consultant represents that it is experienced in providing Services (hereinafter defined).

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

D. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

**ARTICLE 1. DEFINITIONS**

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

1.2 **Contract Administrator** means the Port Director, the Director of the Seaport Engineering & Facilities Maintenance Division, or such other person designated by the Port Director in writing. The Contract Administrator is the representative of County concerning the Project.

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

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

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



1.6 **Project** means the deliberately phased program for the replacement of bulkheads at Port Everglades as set forth in this Agreement.

1.7 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.8 **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.

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

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

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit F</b>	<b>CBE Subconsultants' Letters of Intent</b>
<b>Exhibit G</b>	<b>Port Everglades Security Requirements</b>

## ARTICLE 3. SCOPE OF SERVICES

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

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work

Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

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

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

#### **ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES**

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

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

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

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are



extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

## 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 Consultant and constitute a limitation upon County's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified as Design Package 1 in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of Three Million Five Hundred Ninety Thousand Dollars (\$3,590,000.00).

5.1.2 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 for services related to Design Package 1 in Exhibit A up to a maximum not-to-exceed amount of Three Hundred Eighteen Thousand Dollars (\$318,000.00). Unused amounts of those monies shall be retained by County.

5.1.3 Optional Services. County may procure Optional Services related to Design Package 1 in Exhibit A up to a maximum not-to-exceed amount of Eighty-two Thousand Dollars (\$82,000.00) pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

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

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

5.1.6 Phased Amounts. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for

the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Phase I: Predesign/Programming Phase	43%	\$1,541,000.00
Phase II: Construction Documents	52%	\$1,856,000.00
Phase III: Bidding	5%	\$ 193,000.00
Phase IV: Administration of the Construction Contract	TBD%	\$ TBD
Phase V: Warranty Administration and Post-Construction Services	TBD%	\$ TBD
<b>Total Basic Services Fee</b>		<b>100% \$3,590,000.00</b>

If the services are completed for less than the amount established for a phase, the unused amount may be transferred to any subsequent phase by written approval of the Contract Administrator.

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 Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

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

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week,

any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

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

5.2.6 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, with respect to services provided by Nova Southeastern University, hourly rates have been negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on Exhibit B, attached hereto.

5.2.7 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the fourth anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.



5.4 Method of Billing.

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

5.5 Method of Payment.

5.5.1 County shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by County's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

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



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

Regular Mail

T Y Lin International  
Dept CH 16981  
Palatine, IL 60055-6981

Overnight Mail

TY Lin International  
Depth CH 16981  
5505 N Cumberland Ave, Suite 307  
Chicago, IL 60656-1471

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

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

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

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. 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, executed by the Parties hereto, with the same formality and of equal dignity herewith.

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

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of County as follows:



(a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

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

#### **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

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

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

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

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties



agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

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

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

7.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement 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 Services. Consultant represents and warrants that the Services under this Agreement 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 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, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in



Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

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

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

7.13 Breach of Representations. In entering into this Agreement, Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

## **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. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If

County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

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

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

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

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

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

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

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 9. INSURANCE**

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of



this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

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

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

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

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



so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

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

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section

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

**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. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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



10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of total Services under this Agreement (the "Commitment").

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit F for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

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

10.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing if Consultant concludes that the modification

exceeds the authority under this section. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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

10.9 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment 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 Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).





11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

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

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

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

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant



shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3501, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DR., SUITE 603, FORT LAUDERDALE, FLORIDA 33316.**

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

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

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

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



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

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 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.

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

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

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



11.11 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). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Port Everglades Department  
Attn: Director of Seaport Engineering & Facilities Maintenance Division  
1850 Eller Drive, Suite 504  
Fort Lauderdale, FL 33316  
Email address: jfoglesong@broward.org

FOR CONSULTANT:

TY Lin International  
Attn: Maximo (Max) Fajardo, Vice President  
201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134  
E-Mail Address: max.fajardo@tylin.com

With copy to:

TY Lin International  
Attn: James M. Kanter, PE, LEED AP, Associate Vice President, Unit Manager  
500 W. Cypress Creek Road, Suite 330  
Fort Lauderdale, FL 33309  
E-Mail Address: james.kanter@tylin.com

11.12 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," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.13 Consultant's Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract



Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

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

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

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

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

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding



unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 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 of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 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.

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

11.24 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. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.25 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to,



drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26 Payable Interest.

11.26.1 Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

11.27 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.

11.28 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.

11.29 Additional Security Requirements. Consultant shall comply with the Port Everglades Security Requirements attached hereto as Exhibit G.

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



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

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

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

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

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404

By: Antonio Lozada 5-11-21  
Antonio Lozada (Date)  
Assistant County Attorney

By: Russell J. Morrison 5/11/21  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

AL/cr  
05/07/21  
TYLin Bulkhead Replacement FINAL




**AGREEMENT BETWEEN BROWARD COUNTY AND T.Y. LIN INTERNATIONAL  
FOR CONSULTANT SERVICES FOR PORT EVERGLADES BULKHEAD REPLACEMENT PROJECT  
(RFP# PNC2120415P1)**

Consultant

WITNESSES:


  
\_\_\_\_\_  
Signature

James M. Kanter  
\_\_\_\_\_  
Print/Type Name

  
\_\_\_\_\_  
Signature

Guillermo Anido  
\_\_\_\_\_  
Print/Type Name

T. Y. LIN INTERNATIONAL, a California  
Corporation  
\_\_\_\_\_  
(Typed Name of Consultant/Firm)

By   
\_\_\_\_\_  
President/Vice President  
Maximo Fajardo, Vice President  
\_\_\_\_\_  
(Typed Name and Title)

10 day of MAY, 2021.



**EXHIBIT A**  
**SCOPE OF SERVICES**

**Port Everglades Bulkhead Replacement Project – Group 1**

**I. BACKGROUND**

Pursuant to the Port Everglades Master Plan, the Broward County Port Everglades Department (County) is looking to construct new seawall and bulkhead walls to replace existing walls that are at the end of their service life. The bulkhead replacement projects referred to as Group 1 include the North Seawall of the Port's Entrance Channel; the bulkheads along Northport Berths 1, 2, and 3 inclusive of bulkheads 1A, 1B, 1C, and 1D; Berths 7, 8, and 8A; and the bulkheads along Midport Berths 16, 17, 18, 21, 22, and 29. These locations may be modified at the County's discretion to meet the specific needs of the County. The first scope of work will include the North Seawall of the Port's Entrance Channel and the bulkheads along Northport Berths 1A-3. Remaining Group 1 projects will be issued in the future at the County's discretion.

The County intends to prioritize Group 1 bulkheads and seawall along Northport ahead of proceeding with bulkhead replacement along Midport. While the scope of work defines tasks applicable to all Group 1 bulkheads, the Consultant shall follow the County's lead to prioritize bulkhead replacements based on specific needs. For Group 1 bulkhead replacement, the Consultant will perform Phase I - Pre-Design Services/Programming Phase culminating with the preparation and delivery of a Pre-Design Report (PDR); Phase II - Construction Documents (CD's) to include 30, 60, 90 percent, final CD's, and permitting; Phase III - Bidding; Phase IV - Administration of the Construction Contract, and Phase V -Warranty Administration and Post-Construction Services. These phases are further described in Section II - Basic Services of this document.

**Primary Stakeholders**

The primary Stakeholders ("Stakeholders") include various divisions of Port Everglades including Seaport Engineering and Facilities Maintenance Division (SEFMD), Port Everglades Operations, Port Everglades Pilots Association, Broward County Convention Center, Cities of Fort Lauderdale and Hollywood, Florida, jurisdictional permitting agencies, and the residents that border the north seawall of the Port Entrance Channel. A brief description of the Stakeholders' expected roles in the Project follows.

***Port Everglades Seaport Engineering and Facilities Maintenance Division***

SEFMD will manage the project on a day-to-day basis on behalf of the County. Atkins North America, Inc. is currently providing Capital Projects Management (CPM) support to SEFMD and will assist in managing the project. Other divisions within the County may be brought in as needed and coordinated through SEFMD.

***Port Everglades Division of Operations***

The Port Everglades Division of operations will be a key resource for estimating vessel traffic and coordinating any on-site investigations. Consultant shall coordinate any in-water work including waterside inspections with the Harbormaster. All operational functions are overseen by this Division of Port Everglades including the Harbormaster's office, stevedoring, gantry crane operation, line handlers, and special event logistics.

***Port Everglades Pilots Association***

Port Everglades Pilots Association ("Pilots") provides compulsory marine pilotage to all seagoing vessels calling at Port Everglades.

Pilots expected role:

- To participate in the review process of fendering and mooring bollards for temporary and permanent berthing facilities.
- To provide operational requirements as it relates to vessel arrivals and departures during construction.
- To provide descriptions of normal and abnormal berthing operations as they relate to temporary and permanent berthing facilities.

***Broward County Convention Center***

Broward County Convention Center (BCCC) is currently constructing a new Convention Center, hotel, and restaurants on the uplands adjacent to Berths 1, 2, and 3 and Bulkheads 1A - 1D; therefore, coordination with BCCC redevelopment team representatives will be needed for any investigations, modifications, or berth closures in this area.

***Jurisdictional Agencies***

The US Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Broward County's Environmental Planning and Growth Management Division (EPGMD) (each individually referred to as "Jurisdictional Agency" or collectively "Jurisdictional Agencies") are part of the primary Stakeholders. Consultant shall meet these agencies' permitting requirements in order to obtain approval for environmental resource permits and licenses, surface water management license, and any other permits or licenses required by the Jurisdictional Agencies.

***Local Municipalities***

A building permit will be required from the City of Fort Lauderdale for the North Entrance Channel Seawall, Berths 1, 2, and 3, inclusive of bulkheads 1A, 1B, 1C and 1D and Berths 7, 8 and 8A (north half) bulkhead replacement projects.

A Building Permit will be required from the City of Hollywood for Berth 8A (south half), 16, 17, 18, 21, 22 and 29 bulkhead replacement projects.

***Residential Homeowner's Associations and Individual Homeowners North of Entrance Channel***

Residential Homeowner's Associations (HOA's) and individual homeowners neighboring the north seawall of the entrance channel will have keen interest in the replacement of the north seawall. The County intends to maintain the HOA's and individual homeowners informed on schedule and construction methodology of the north channel seawall replacement. The County will initiate communications with the homeowner's supported by the Consultant. Reconstruction of the existing wood structure at the North Seawall of the Port's Entrance Channel that is in a state of disrepair is not to be included.

**II. BASIC SERVICES**

Consultant shall provide necessary professional engineering and design services as described in each of the following Phases of the Basic Services. The scope of services is structured into Phase I – Pre-Design Services/Programming, Phase II – Construction Documents, Phase III - Bidding, Phase IV – Administration of the Construction Contract and Phase V – Warranty Administration and Post-Construction Services. Moreover, the scope will be administered by project assignments with an initial Design Package 1 and future Design Package(s) as follows:

**Design Package 1:**

- Project 1: Bulkhead replacement for Berths 1, 2, and 3; including Bulkheads 1A, 1B, 1C, and 1D.
- Project 2: Bulkhead replacement of the North Seawall at the Port Entrance Channel.

**Future Design Package(s):**

- Project 3: Bulkhead replacement for Berths 7, 8 and 8A.
- Project 4: Bulkhead replacement for Berths 16, 17 and 18.
- Project 5: Bulkhead replacement for Berths 21 and 22 with option to widen apron by 25 feet.
- Project 6: Bulkhead replacement for Berth 29; including bulkhead return wall along the FPL discharge canal.

The order of future Projects 3 through 6 will be evaluated in conjunction with County needs. Future Contract Amendment(s) will set forth the sequencing and scope of services for each respective future project. See Attachment 1 titled "Bulkhead and Seawall Location Plan" for berth locations and identification.

**1.0 Phase I - Predesign Services/Programming Phase (Design Package 1)**

These services apply only to Design Package 1, and shall include the review and utilization of available information including the recent 2020 Port Master Plan Update, plans for the improvement of the Broward County Convention Center area, plans for the Entrance Channel Sand Bypass Project, bi-annual bulkhead inspection reports, bulkhead construction as-built drawings, bathymetric and

topographic surveys, utility atlas files, geographic information system data, environmental permits and applications from recently permitted projects, berth utilization information, fuel pipeline and bunkering drawings, petroleum contamination information, agreements with regulatory agencies, remedial action plan reports, metocean data, and design vessel characteristics. Security system modifications or improvements will be performed by others.

To supplement the information provided, the Consultant shall undertake necessary site investigations and site surveys in support of the design phase services; the investigations may include: steel sheet pile bulkheads, mooring hardware and fender systems, dockside utilities, berth apron pavement and drainage systems, berth apron domestic water and fire prevention facilities, coral and benthic habitat surveys, bay-bottom condition surveys, geotechnical explorations, bathymetric surveys and apron topographic surveys.

In collaboration with the County, the Consultant shall conduct pre-design workshops with project Stakeholders for the purpose of establishing project design and construction parameters including but not limited to: port operational requirements, site access and traffic flow, vessel calls and berth utilization, port security protocols, project budgets, project timelines, and phasing of the Group 1 Design Package 1 bulkhead replacement projects.

The Consultant shall prepare a Pre-Design Report (PDR) to contain a Basis of Design (BOD) as well as a Project Execution Plan (PEP) to address the approach and method of execution and schedules for the delivery of the Group 1 Design Package 1 bulkhead replacement projects.

The PDR shall address cost effective construction solutions for bulkhead replacement and include an analysis of capital and maintenance costs, construction timelines, and a recommended construction methodology that minimizes cost, environmental impacts, and operational downtimes. These tasks are defined in subsequent sections of this document.

### **1.1 Document Review**

County will provide available information related to existing conditions of all Group 1 Design Package 1 bulkhead replacement project areas to the Consultant. Information will be entered into a data log and saved to the project's SharePoint site, which will be set-up and maintained by the County's Capital Project Management Consultant (CPM). Consultant shall evaluate the information provided and identify any information gaps.

#### **Meetings**

Consultant shall conduct one (1) kick-off and up to three (3) follow up document review services meetings. The meetings will include a Consultant prepared agenda with County input. Meeting objectives will be to introduce Stakeholders, define Stakeholder responsibilities, discuss acceptable operational parameters during construction, discuss Project Milestone Schedule, and review a listing of existing project related information to be provided to the Consultant. Consultant shall facilitate discussion of project scope, phasing, and schedule.



In addition to the above task meetings the Consultant shall conduct up to forty (40) weekly project progress meetings (limited to one-hour duration) commencing after Notice to Proceed (NTP) and ending with completion of Final Construction Documents (CDs'). Meetings shall be concise and restricted to Consultant's project manager and key staff essential to the meeting(s). County's attendees will include the project manager, the CPM and County staff essential to the meeting(s).

**Deliverables**

Consultant shall prepare a document data log containing source and type of the information, relevant dates, data descriptions, and notes indicating whether the information is complete, or requires supplemental site investigations. Consultant deliverables shall include written meeting minutes and notes from field visits.

Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete all the Document Review tasks within sufficient time to inform the Draft PEP and Draft BOD Report. Consultant shall submit both the Draft PEP and Draft BOD Report within 90 calendar days from NTP.

**1.2 Site Investigations**

**Services**

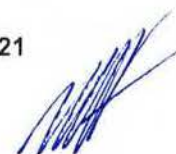
In support of the phased design services and after evaluation of available existing information, this task includes further defining and performing site investigations as outlined below. These services also include appropriate field verifications of existing site conditions in relation to as-built's or other data provided by the County. Where significant discrepancies are found, Consultant shall document and bring to the County's attention to reach a consensus regarding the finding's impact to the Project.

**Meetings**

The Consultant may be required to attend up to three (3) meetings related to site investigations with County and Stakeholders.

**Deliverables**

Consultant shall prepare a memorandum from the analysis of existing information and preliminary site observations identifying, defining, scheduling, and justifying proposed site investigations. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.



### **Time**

Consultant shall complete the Site Investigations tasks in sufficient time to inform the Draft PEP and Draft BOD Report or as stipulated below. Consultant shall submit both the Draft PEP and Draft BOD Report within 90 calendar days from NTP.

#### **1.2.1 Utility and Subsurface Locates**

Where upland utilities are pertinent to design, the Consultant shall perform subsurface investigations and location services utilizing subsurface instruments, including electromagnetic instruments and two-dimensional ground penetrating radar, to confirm location of features and utilities, including petroleum lines. When appropriate, perform "soft- digging" to locate existing infrastructure and resolve potential design conflicts. The minimum limits of subsurface location surveys are to include the apron areas bounded 100 feet upland of each bulkhead and for a distance extending 100 feet past the ends of any bulkhead or seawall to be replaced, and or as required for a complete design.

Coordinate geotechnical borings and all other excavation related site investigations to avoid underground utilities and seawall features. Video survey of existing piping is not included.

### **Meetings**

The Consultant may be required to attend up to three (3) meetings related to utility and subsurface locates with County.

### **Deliverables**

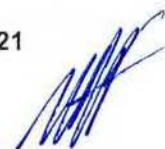
Consultant shall provide subsurface survey drawings and incorporate into AutoCAD base model. Consultant shall provide record of "soft dig" locates. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

### **Time**

Consultant shall complete all the Utility and Subsurface Locates tasks in sufficient time to inform the Draft PEP and Draft BOD Report. Consultant shall submit both the Draft PEP and Draft BOD Report within 90 calendar days from NTP.

#### **1.2.2 Boundary and Topographic Surveys**

- Minimum limits of the boundary and topographic surveys are to include the areas bounded 100 feet upland of each existing bulkhead or seawall for a distance extending 100 feet past the ends of any bulkhead or seawall to be replaced or as needed to allow for a complete design.
- Horizontal survey controls are to be relative to NAD83/2007 and vertical control relative to NAVD88.
- Surveys are to locate and identify all surface materials and fixed above-ground facilities and are to be used as the base for contract document level drawing preparation.



- Within the survey limits, Consultant shall provide ground and pavement elevations at a minimum 50-foot grid and all high and low points as needed to represent drainage patterns or any elevation irregularities.
- Consultant shall survey and record site investigation features such as soil borings, soft dig locations, etc.

#### **Meetings**

The Consultant may be required to attend up to one (1) meeting related to boundary and topographic survey with County.

#### **Deliverables**

Consultant shall provide topographic survey signed and sealed by a State of Florida Professional Land Surveyor. Consultant shall provide drawings that include the aforesaid requirements and incorporate into ACAD base model. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

#### **Time**

Consultant shall complete all the Boundary and Topographic Surveys tasks within 120 calendar days from NTP. Consultant shall include all information gathered through 80 calendar days from NTP in the Draft PEP and Draft BOD Reports submitted 90 calendar days from NTP.

### **1.2.3 Bathymetric Surveys**

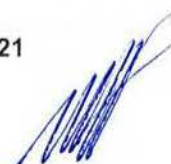
- Consultant shall obtain sea bottom elevations as needed water side of the existing North Seawall at Port Entrance Channel as deemed necessary to supplement information provided by County.
- Bathymetric survey is not required Bulkhead for the majority of Berths 1-3 (including berths 1A-1D). The Consultant will be provided with the latest available USACE bathymetric surveys.

#### **Meetings**

The Consultant may be required to attend up to one (1) meeting related to bathymetric survey with County.

#### **Deliverables**

Consultant shall provide bathymetric survey (North Seawall at Port Entrance Channel) with sufficient detail to support design and permitting efforts. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.





### **Time**

Consultant shall complete all the Bathymetric Surveys tasks within 120 calendar days from NTP. Consultant shall include all information gathered through 80 calendar days from NTP in the Draft PEP and Draft BOD Reports submitted 90 calendar days from NTP.

#### **1.2.4 Geotechnical Investigations**

- Consultant shall perform geotechnical investigations as required to support the design of replacement bulkheads and seawalls inclusive of bulkhead and seawall anchorages (i.e.: soil anchors), and to fulfil environmental requirements by the regulatory permitting agencies such as bay bottom sediment sampling and testing.
- Consultant shall obtain Standard Penetration Test (SPT) borings and rock cores, preferably waterside along the alignment of the proposed bulkheads or seawalls replacements in conjunction with SPT borings performed on upland side of the existing bulkheads.
- Consultant shall determine the number and location of soil borings, rock cores, test pits and other geotechnical investigations required to satisfy the requirements for design and construction of the Group 1 Design Package 1 bulkhead replacement projects.

### **Meetings**

The Consultant may be required to attend up to two (2) meetings related to geotechnical investigations with County.

### **Deliverables**

Consultant shall provide a geotechnical report including findings and recommendations taking into consideration all available, existing, and newly obtained data. The report must also include recommendations to address risks associated with construction operations and impacts to existing and new infrastructure, particularly due to construction vibration. The report must be signed and sealed by a State of Florida registered Geotechnical Engineer. Consultant shall submit deliverables in electronic digital format with up to Five (5) hard copies. Consultant shall submit deliverables in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

### **Time**

Consultant shall complete all the Geotechnical Investigations tasks within 120 calendar days from NTP. Consultant shall include all information gathered through 80 calendar days from NTP in the Draft PEP and Draft BOD Reports submitted 90 calendar days from NTP.

#### **1.2.5 Benthic Resource Surveys**

- Consultant shall conduct benthic resource surveys including but not limited to corals, submerged aquatic vegetation (seagrass, macroalgae, etc.), sponges, and any other resources that regulatory agencies deem appropriate, in support of permitting efforts and in accordance with



Jurisdictional Agency requirements. Consultant shall research and consult Jurisdictional Agency requirements regarding data collection methodology and protocols, data to be collected, and allowable timelines between benthic surveys and construction. If a future pre-construction survey is deemed necessary, that effort will be accommodated in the Phase V- Administration of the Construction Contract scope.

- Consultant shall provide geo-referenced Environmental Systems Research Institute (ESRI) Geographical Information System (GIS) point and Polygon shapefiles, with clearly and easily referenced supporting data to represent benthic field conditions.
- Consultant shall survey and document coral colonies according to Jurisdictional Agency requirements for the purpose of establishing a baseline. Consultant shall report coral colony sizes between 5 and 10 cm by binning groups of corals (counted and classified) and providing locations of all those equal or greater than 10 cm (counted, classified, and located using x, y, z coordinates). This basic service is based on a coral density of 42 corals per 100m of wall length.
- Consultant shall investigate and identify recipient site(s) for the relocation of corals as it may be deemed necessary to satisfy permitting Jurisdictional Agency minimization/mitigation requirements. Recipient sites may be inland (inside or adjacent to the Intracoastal Waterway (ICWW)). The Consultant will be provided information of previously approved sites for reference. This basic service is based on three (3) in-shore recipient sites to be investigated with the intent to identify suitable and acceptable site(s) to the Jurisdictional Agencies.

#### **Meetings**

The Consultant may be required to attend up to two (2) meetings related to benthic resource survey with County.

#### **Deliverables**

Consultant shall provide a report with description of survey methods and protocols, vertical and horizontal locations of corals identified on bulkheads and seawall, coral inventory tables, recommended strategies to reduce impacts, along with an appendix that contains photographs of representative measured specimens. Consultant shall provide an ESRI GIS document to detail the representative benthic field conditions. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

#### **Time**

Consultant shall complete all the Benthic Resource Surveys tasks within 120 calendar days from NTP. Consultant shall include all information gathered through 80 calendar days from NTP in the Draft PEP and Draft BOD Reports submitted 90 calendar days from NTP.

### **1.2.6 Facility Structural Assessments**



- Consultant shall conduct Level I inspections, in accordance with American Society of Civil Engineers (ASCE) guidelines, on existing structures (bulkheads and seawall). These are to be qualitative condition assessments of the existing bulkheads and ancillary equipment intended to supplement existing available condition assessments reports (i.e. Bond Engineering Reports) to the Group 1 bulkheads. The Consultant shall conduct these inspections on the top side and from waterline to mudline to validate the general condition of the bulkheads and sea bottom, and to identify the presence and condition of scour protection. The County will provide a temporary storage location for the dive boat during the work period.
- Consultant shall utilize available condition assessment reports (Bond Engineering Reports) which describe the general conditions of County facilities, including the Group 1 bulkheads as the basis for the inspection work.
- Consultant shall utilize the findings of the Level I inspections findings, as applicable, to support the analysis and order of magnitude estimation of the live load capacities of the existing bulkheads.

#### **Meetings**

The Consultant may be required to attend up to two (2) meetings related to Site Investigations with County and Stakeholders.

#### **Deliverables**

Consultant shall prepare and submit a report with description of inspection methods, observations, and findings along with assessments and conclusions. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

#### **Time**

Consultant shall complete all the Facility Structural Assessments tasks within sufficient time to inform the Draft PEP and Draft BOD Report. Consultant shall submit both the Draft PEP and Draft BOD Report within 90 calendar days from NTP.

### **1.3 Project Execution Plan (PEP)**

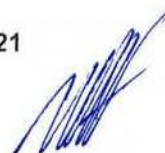
#### **Services**

Consultant shall perform services to include the preparation and submittal of a PEP to define the project approach, methods of execution, goals and objectives, key Stakeholders and Stakeholders' roles, bulkhead and seawall replacement solutions and the timeframes (Project Milestone Schedules) for the delivery of the Group 1 Design Package 1 bulkhead replacement projects.

#### **Meetings**

The Consultant may be required to attend up to seven (7) meetings with County and Stakeholders.

#### **Deliverables**



Consultant shall provide a PEP document to include a table of contents, abbreviations, executive summary, objective and all aforesaid requirements. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete the Draft PEP and all associated tasks within 90 calendar days from NTP. Consultant shall complete the final PEP and all associated tasks in sufficient time to inform the final PDR. Consultant shall complete the final PDR and all associated tasks within 180 calendar days from NTP.

**1.4 Basis of Design (BOD)**

**Services**

Consultant shall generate a Basis of Design (BOD) as a technical design document to record key project design requirements, design assumptions, decisions, and directives. Consultant shall develop a draft Basis of Design during Phase I – Pre-design to record preferred and mutually agreed upon direction prior to design. Document must include the documentation of key design directives received from the County, narrative of understanding of design scope, key technical assumptions, functional objectives and constraints, design methodology, design loads and load combinations, and functional design requirements. Consultant shall update the document, as ensuing Group 1 Design Package 1 bulkhead replacement projects are completed to record supplemental data that is collected; to identify cause and extent of deviations from preliminary design concepts; and to record other key directives and decisions made during completion of the design phase. BOD must include listing of applicable codes, standards and guidelines to be used, design vessels and their characteristics, environmental conditions for the designs, civil, structural, geotechnical, electrical, cathodic protection criteria, sediment and potential scour depths and mitigation.

**Meetings**

The Consultant may be required to attend up to one (1) meeting related to BOD with County.

**Deliverables**

Consultant shall provide a draft BOD to include a table of contents, abbreviations, executive summary, objective, appendix, and all aforesaid requirements. Consultant shall incorporate necessary revisions and issue revisions to the BOD as the designs of the Group 1 Design Package 1 bulkhead projects advance. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete the Draft BOD and all associated tasks within 90 calendar days from NTP. Consultant shall complete the final BOD and all associated tasks in sufficient time to inform the final



PDR. Consultant shall complete the final PDR and all associated tasks within 180 calendar days from NTP.

#### **1.4.1 Seawall and Bulkhead Design Concepts**

Consultant shall provide a technical memorandum addressing design methodology to include design life (75 years), loads and load combinations, protective coatings, cathodic protection and material requirements for: bulkheads, seawalls, caps, and fascia. Consultant shall consider design vessels, sea level rise, future dredge depths, installation vibration limits and other applicable parameters, restrictions, and functional requirements.

Provide most cost- effective bulkhead and seawall solution(s) which can be applied over the Group 1 Design Package 1 Bulkhead Replacement Projects.

##### **Meetings**

The Consultant may be required to attend up to one (1) meeting related to seawall and bulkhead designs with County.

##### **Deliverables**

Consultant shall provide a technical memorandum addressing the design methodology and concept designs for new bulkheads and seawalls. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

##### **Time**

Consultant shall complete all the Seawall and Bulkhead Design Concepts tasks in sufficient time to inform the Draft BOD Report. Consultant shall complete the Draft BOD Report within 90 calendar days from NTP.

#### **1.4.2 Bollard, Fender and Temporary Berthing Design**

- County will furnish pertinent design vessels by category or class and guidance on minimum size and approximate spacing for fenders and bollards commonly used at the Port for the Consultant to consider. With exception of Bulkheads 1A, 1B, 1C, and 1D all other Portside berths support cruise ships, petroleum vessels and/or container cargo ship operations. Fendering and bollards are to accommodate new berthing facilities based on current and expected future vessel classes. County standard is that all replacement bulkheads shall have minimum 150 MT double bitt bollards installed on new bulkhead caps at approximately sixty (60) feet on centers. Bollard capacity and spacing must be confirmed by Consultant as adequate. For Berths 1A, 1B, 1C and 1D bollards and/or cleats and fenders must suit County specified design vessels.
- To support continued cruise ship operations during replacement bulkhead construction at Cruise Terminal 2 - Berths 1, 2 and 3, the Consultant shall furnish designs for temporary mooring and fendering as well as temporary structures to support vessel provisioning.



- To support continued cruise ship operations after replacement bulkhead construction at Cruise Terminal 2 - Berths 1, 2 and 3, the Consultant shall furnish designs for modifications to the existing passenger loading bridges to mitigate bulkhead offset and support embarkation and debarkation of the design vessel class, this shall include designs for modifications to the terminal building connections for two passenger boarding bridges (PBBs).

**Meetings**

The Consultant may be required to attend up to two (2) meetings related to bollards and fender designs and temporary mooring of vessels during construction with County.

**Deliverables**

Consultant shall provide a technical memorandum with appendices containing all calculations with recommendations for fender type and location. The technical memorandum must include discussion for temporary mooring and fendering designs to support continuous operations for cruise ships calling at Cruise Terminal 2 - Berths 1, 2 and 3. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete all the Bollard, Fender, and Temporary Berthing Design tasks in sufficient time to inform the Draft BOD Report. Consultant shall complete the Draft BOD Report within 90 calendar days from NTP.

**1.4.3 Sea Level Rise Design Criteria**

Consultant shall provide a technical memorandum addressing bulkhead design methodology to allow for the future raising of the bulkhead and seawall caps to a proposed elevation of +10.5 NAVD 88. Consultant shall provide a technical review of the future proposed top of cap elevation for the Group 1 Design Package 1 Bulkhead Replacement Project.

**Meetings**

The Consultant may be required to attend up to one (1) meeting related to sea level rise design criteria with County.

**Deliverables**

Consultant shall provide a technical memorandum with findings and recommendations, which addresses raising the top of wall caps from an initial existing cap elevation to the ultimate (future) wall cap design. Consultant shall consider wall design life, design impacts and associated cost implications associated with future raising of the bulkhead and seawall in the technical memorandum. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete Sea Level Rise Design Criteria task within 90 calendar days from NTP.

**1.4.4 Contamination Within Common Area Site**

Broward County and the Florida Department of Environmental Protection Division of Waste Management have filed a Memorandum of Agreement (MOA) for remediation with controls for addressing petroleum contamination within the "Common Area Site" at Port Everglades. The Group 1 Design Package 1 bulkhead replacement project limits traverse the Common Area Site and it is therefore understood the Consultant shall become familiar with the terms outlined in the MOA as it relates to management of petroleum contamination in the Common Area Site. Any improvements within the footprint of the Common Area Site must abide by the imposed covenants, conditions and restrictions specified in the MOA. It is not the intent of this scope for the Consultant to embark in remediation related design efforts, but to perform designs for bulkheads and associated upland site-civil works which are to convey and support the Contractor's compliance with the terms of the MOA.

Note: There is no record of upland contamination at the North Seawall of the Port's Entrance Channel; therefore, no upland sampling is to be included at that location. Water sampling of contaminants near the North Seawall of the Port's Entrance Channel may be required per environmental agency pre-application determination.

**Meetings**

The Consultant may be required to attend up to one (1) meeting related to contamination within Common Area Site and the MOA with County and Stakeholders.

**Deliverables**

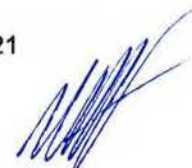
Consultant shall submit a technical memorandum which outlines the approach for design of site-civil and structural scopes which mitigates the need for remediation on project sites which intersect with the Common Area Site. The memorandum must outline how the design concepts would address the presence of contamination. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

**Time**

Consultant shall complete a draft Contamination Within Common Area Site technical memorandum for inclusion in the Draft BOD Report within 90 calendar days from NTP. Consultant shall complete the final Contamination Within Common Area Site technical memorandum for inclusion in the final PDR, which must be completed within 180 calendar days from NTP.

**1.5 Pre-Design Report (PDR)**

Consultant shall develop a Pre-design Report (PDR) providing a detailed project implementation plan. The PDR must contain all deliverables and products associated with the Task 1.2 - Site



Investigations, Task 1.3 - Project Execution Plan and Task 1.4 - Basis of Design. In addition, the PDR must address the minimization of impacts to operations, as well as the following:

- Sequencing of the Work, including a project phasing plan and maintenance of operations.
- Group 1 Design Package 1 – Conceptual level bulkheads and seawall designs to include a site plan, general layout/geometry plan, typical section views, typical anchorage system(s), site-civil improvements as well as, bollard, and fender types and spacing.
- Cathodic protection approach, including replacement intervals (design life).
- Identification of any necessary civil/utility improvements.
- Excavation options for existing armor material removal.
- Coral relocation requirements and strategy.
- Environmental permitting matrix and timelines.
- Sea level rise design assessment
- Opinion of project construction costs and project construction schedule.

#### **Meetings**

Consultant may be required to attend up to three (3) meetings related to the Pre-design Report with the County and Stakeholders. One (1) meeting of which may be a formal presentation to the County and Stakeholders.

#### **Deliverables**

Consultant shall draft a PDR to include an executive summary, narratives, sketches, diagrams, and conceptual drawings. The final PDR must include the same elements described in the draft PDR, incorporating the County's review comments. Deliverables shall be submitted in electronic digital format along with up to three (3) hard copies. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

#### **Time**

Consultant shall complete the PDR and all associated tasks within 180 calendar days from NTP.

### **1.6 Pre-Design Jurisdictional Agency Coordination and Conceptual Permits**

#### **Services**

- Consultant shall prepare and present conceptual drawings and project descriptions for existing and proposed conditions, in sufficient detail to allow the permitting agencies understanding of the Group 1 Design Package 1 Project's goals and objectives and to allow the respective permitting Jurisdictional Agency to determine the type(s) of permit and the requirements for each.



- Consultant shall prepare a permit matrix listing all permits and their requisites for each Jurisdictional Agency involved. Preliminary permitting schedule including permitting Jurisdictional Agency response time shall be included in the matrix.
- Consultant shall prepare environmental related Jurisdictional Agency applications with the purpose of obtaining conceptual permits, including biological opinions, and or licenses from Federal, State, and Local agencies. The Consultant shall collaborate with the USACE, FDEP, and Broward County EPGMD in pursuit of the respective approvals.

### **Meetings**

The Consultant may be required to attend up to fourteen (14) meetings with County and regulatory agencies.

### **Deliverables**

Consultant shall submit a permit matrix to include anticipated required permits, anticipated fees, Jurisdictional Agency contacts, summary of review and comment protocol and mandated maximum response times, and any key concerns or requirements that are divulged in the meetings. The Consultant shall prepare Jurisdictional Agency permit application packages with required supporting documentation including conceptual drawings prepared, biological opinions and other applicable permit information. Deliverables shall be submitted in electronic digital format along with up to three (3) hard copies. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

### **Time**

The Consultant shall complete all the Pre-Design Jurisdictional Agency Coordination and Conceptual Permits Services tasks within 180 calendar days from NTP.

## **2.0 Phase II - Construction Documents (CDs)**

### **Services**

Consultant shall design the Design Package 1 Projects in accordance with all current applicable codes, standards, guidelines and regulatory requirements governing the design of the Group 1 bulkheads and seawall as well as seaport construction projects in Broward County. In addition, the Consultant shall incorporate current Oil Company International Marine Forum (OCIMF) and Permanent International Association of Navigation Congresses (PIANC) design guidelines into all designs for the Project. All applicable codes, standards, guidelines, and regulatory requirements must be referenced in the CDs and listed in the PDR.

Consultant shall prepare construction drawings and technical specifications setting forth details of demolition and new construction, including but not limited to: materials, workmanship, testing, and verification procedures required for site/civil improvements, marine structural work, removal of



erosion protection, water main updates and dockside water service stations, and incidental electrical work with the necessary bidding information.

The CDs must be sufficient in detail to obtain contractor's bids, applicable Jurisdictional Agency permits, and building department construction permits. Bulkhead and seawall design service life must be 75 years. Consultant shall assist the County with the preparation of the Division 1- General Conditions Section of the CDs.

The CDs must address all necessary design and construction disciplines, including but not limited to:

***Civil Engineering***

- Consultant shall provide Civil Engineering services to include but not be limited to demolition, modifications to utilities (potable/fire mains, stormwater), landside features such as pavement, wall caps, security fence or other at grade or below grade facilities as needed to provide functional landside areas behind the new wall/bulkhead. Civil Engineering elements must be in accordance with the BOD Document included in the PDR. Drainage improvements for Berths must be focused on complying with permitting Jurisdictional Agency minimum requirements in relation to added impervious areas, functional requirements and conclusions from site investigations undertaken on the pre-design phase of the project.
- Consultant shall prepare designs of any staging areas that the Stakeholders have agreed to allow for use by the Contractor.
- Design of petroleum infrastructure is excluded from these scopes of services. The design of improvements to the petroleum infrastructure is the responsibility of the individual petroleum companies. Consultant shall coordinate with petroleum infrastructure companies when the Group 1 Project may require changes to said infrastructure.

***Environmental Engineering***

Consultant shall provide Environmental Engineering services to include, but not be limited to: design, drawings, and specifications to address all landside and waterside environmental aspects of the Project; Turbidity Control Plan(s); Storm Water Pollution Prevention Plan(s); Coral Relocation Plan(s); Manatee Protection Plan(s). Consultant shall prepare all environmental drawings, specifications, and plans in accordance with applicable federal, state, county, and municipal regulations and shall be sufficient to obtain all Jurisdictional Agency permits.

***Structural Engineering***

Consultant shall provide Structural Engineering services to include design, drawings, and specifications for site and marine structural components to include but not limited to: new bulkhead systems, wall anchorage systems, temporary and permanent berthing and mooring systems, light pole foundations, marine bollard foundations and any other ancillary structural elements and features.

Repair of voids behind the bulkhead identified during the condition assessment must be included in the construction documents; however, emergency designs related to any imminent major failure will be handled by the County.

***Architectural, Mechanical, Electrical, Plumbing, and Structural (Terminal and Loading Bridge Related)***

If necessary, Consultant shall provide architectural, mechanical, electrical, plumbing, and structural engineering services as required to modify the Terminal 2 building to allow for eastward relocation of the two (2) passenger loading bridge rotunda and their reconnection to the terminal building.

***Landscape Architecture and/or arborist services***

If necessary, Consultant shall provide landscape architectural services as required to mitigate removal of palms and or trees that may be affected by the bulkhead replacement of the North Seawall at the Port Entrance Channel

***Corrosion Protection Engineering***

Consultant shall provide Corrosion Protection Engineering services to include design, drawings, and specifications for marine coatings and passive (sacrificial anode) cathodic protection systems for the new marine facilities. The purpose of the corrosion protection system is to protect the new bulkhead systems from damage due to any upland sources of induced/stray currents, as well as the saltwater environment. Corrosion plans shall include recommended sacrificial anode replacement schedules to cover the design life of the new bulkheads.

***Scour Protection Removal***

Consultant shall provide scour protection removal as needed to include design, drawings, and specifications for scour protection armoring or other submerged features that may need to be removed before installing new bulkheads or seawalls. The Group 1 Design Package 1 bulkhead designs must take into consideration the effects of scour without implementation of scour protection. Bulkhead designs must include scour allowance of eight (8) feet. Shore protection designs for the bulkhead replacement of the North Seawall at the Port Entrance Channel must be included in the CDs and specifications. Two shore protection design alternatives must be considered at the North Seawall at the Port Entrance Channel. Shore protection on the North Seawall at the Port Entrance Channel embankment must be designed based on site and storm information provided by the County.

**2.1 30% CDs**

The 30% CDs deliverable includes advancements to the conceptual designs included in the PDR for all construction disciplines. The progress deliverable must focus on the permanent berthing facilities, the sequencing and phasing of the Project elements, inclusive of the layouts of the work elements, typical sections, details, and general notes, as well as a tabulation of quantities and other information suitable to estimate the cost of the Project.

**Meetings**

The Consultant may be required to attend up two (2) meetings with the County.

**Deliverables**

- Construction drawings.
- Outline technical specifications.
- Opinion of probable construction cost.
- Construction schedule.
- Draft regulatory permit applications.

**Time**

Except for the draft regulatory permit applications, Consultant shall complete 30% CDs and all associated tasks within 180 calendar days from NTP for Berths 1A-D & 1-3 and 200 calendar days from NTP for the North Entrance Channel Bulkhead. Consultant shall complete and provide the draft regulatory permit applications to the County within 240 calendar days from NTP for Berths 1A-D & 1-3 and 260 calendar days from the NTP for the North Entrance Channel Bulkhead.

**2.2 60% CDs**

The 60% CDs deliverable includes advance designs for all construction disciplines. Drawings must be sufficiently complete to apply for federal, state, county, and municipal permits as it relates to all anticipated improvements. Drawings, specifications, opinions of probable cost, schedule, and applicable supporting data must be updated from the 30% CDs deliverable. Applicable environmental permit applications shall be submitted to the agencies and building department upon County approval.

**Meetings**

The Consultant may be required to attend up five (5) meetings with the County.

**Deliverables**

- Construction drawings.
- Draft technical specifications.
- Design calculations.
- Opinion of probable construction cost.
- Construction schedule.
- Final permit applications, exhibits and other supporting documents.

**Time**

Consultant shall complete 60% CDs and all associated tasks within 260 calendar days from NTP for Berths 1A-D & 1-3 and 280 calendar days from NTP for the North Entrance Channel Bulkhead. After review and approval by County, Consultant shall submit the regulatory permit applications to the



Jurisdictional Agencies and building department (dry run) within 295 calendar days from NTP for Berths 1A-D & 1-3 and 315 calendar days from the NTP for the North Entrance Channel Bulkhead.

### 2.3 90% CDs

The 90% CDs deliverable includes final designs for all construction disciplines. The 90% CDs deliverable is a near complete design submission considered to be biddable. These drawings will be used to make application for building permits. Drawings, specifications, opinions of probable construction cost, schedule, and applicable supporting data must be updated from the 60% CDs deliverable.

#### Meetings

The Consultant may be required to attend up six (6) meetings with the County.

#### Deliverables

- Construction drawings.
- Technical specifications.
- Design calculations.
- Opinion of probable construction cost.
- Construction schedule.
- Updated BOD Document.
- Building Permit Application

Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

#### Time

Consultant shall complete 90% CDs and all associated tasks within 325 calendar days from NTP for Berths 1A-D & 1-3 and 345 calendar days from NTP for the North Entrance Channel Bulkhead. Consultant shall submit the final building permit application to the City of Fort Lauderdale within 355 calendar days from NTP for Berths 1A-D & 1-3 and 375 calendar days from the NTP for the North Entrance Channel Bulkhead.

### 2.4 Final CDs

Final CDs deliverable consists of the deliverables listed below updated to address and incorporate comments by regulatory agencies and County.

#### Meetings

The Consultant may be required to attend up four (4) meetings with the County.

#### Deliverables



- Updated final construction drawings.
- Updated technical specification revisions.
- Updated design calculations.
- Updated opinion of probable construction cost.
- Updated construction schedule.
- Updated BOD Document.

Deliverables for consideration by Jurisdictional Agency and County shall be signed and sealed by State of Florida licensed professionals as applicable.

#### **Time**

The Final CDs and all associated tasks shall be completed within 390 calendar days from NTP.

### **2.5 Permitting**

- Consultant shall file the required documents to obtain all necessary permits for the Design Package 1 projects. No South Florida Water Management District permitting will be required. Permits will be required from the United States Army Corps of Engineers, Florida Department of Environmental Protection, Broward County Environmental Protection and Growth Management, and the City of Fort Lauderdale. This scope includes providing drawings, technical specifications, and computations as applicable, created within the Phase II tasks. This also includes preparation of any environmental documentation required by the agencies including, but not limited to: Coral Relocation Plans, Manatee Protection Plans, Turbidity Control Plans, Noise Minimization Plans, Soil/Sediment Management Plans and Biological Opinion, and any necessary mitigation plans required to execute the projects.
- In submitting permit applications, Consultant shall pay for permit plan reviews and permit application processing fees. The County will reimburse Consultant for cost of plan review and processing fees as a reimbursable expense without markups. Permit applications shall be filed by the Consultant for the Design Package 1 projects with follow-up until all permits are issued.
- Consultant shall promptly prepare and deliver Requests for Additional Information ("RAI") responses in the interests of expediting the regulatory process. Consultant shall coordinate with and obtain County's approval of said RAI responses. In the case that additional research, supplemental surveys, studies, investigations, testing, Jurisdictional Agency coordination efforts, or meetings are considered by the Consultant to be beyond the scope of services the Consultant shall notify the County in writing.

#### **Meetings**

- Consultant may be required to attend up to eight (8) meetings during the permitting phase with the various Jurisdictional Agencies at the agency offices. These meetings shall be scheduled



and held, based on need, to address regulatory concerns or requirements. The goal of these meetings is to streamline the RAI and response process and expedite the receipt of permits.

- Consultant shall schedule meetings in coordination with the County and the regulatory agencies.

#### **Deliverables**

Consultant shall provide the following to the County:

- Up to three (3) hard copies and one (1) electronic digital format Portable Document Format (pdf) of all documents for all permit applications. Size of documents to be in conformance with Jurisdictional Agency requirements. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.
- Original hard copies and scanned electronic digital copies of all permits attained in Portable Document Format (pdf).
- Paid permit fee receipts for reimbursement shall be included with relevant invoices.

#### **Time**

Consultant shall complete all Permitting tasks within 420 calendar days from NTP.

### **3.0 Phase III – Bidding**

The bidding for the bulkhead replacement for Berths 1, 2, and 3 and the North Seawall replacement at the Port Entrance Channel will be undertaken by a County selected Managing General Contractor (MGC) or alternate procurement method as determined by County.

#### **Services**

Consultant shall provide bidding services to include:

- Assist County/MGC with establishing the requirements for pre-qualification of contractors.
- Attended pre-bid meetings organized by County/MGC for each Group 1 project.
- Respond to requests for information/clarifications (RFIs) from bidders related to the Construction Documents.
- Issue formal addendums to the Construction Documents resulting from RFI's responses.
- Issue signed and sealed Contract Documents conformed to reflect County authorized changes identified during the bidding process.
- Collaborate with County/MGC on review of sub-contractor bids, identification of bid irregularities, comparison with Consultant's Opinion of Probable Construction Cost.

#### **Meetings**

The Consultant shall attend pre-bid meetings for each Group 1 project with bidders, and up to fourteen (14) additional meetings may be necessary with County/MGC to discuss potential addenda, review bids, etc.

### **Deliverables**

Consultant shall provide conformed CDs to the County:

- Up to five (5) sets of full-size 22" x 34" and true half-size paper drawings.
- One (1) electronic digital copy containing CDs drawings in AutoCAD (dwg) version 2019 or later format and Portable Document Format (pdf) searchable format.
- One (1) electronic digital copy containing CDs technical specifications in Portable Document Format (pdf) searchable format.
- Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

### **Time**

The Consultant shall provide all Bidding phase deliverables within 10 calendar days of request by the County.

#### **4.0 Phase IV – Administration of the Construction Contract (Deferred)**

The Administration of the Construction Contract is not currently included in Consultant's Basic Services. The intent is to define and agree on the scope for this phase at a future date when the scope and duration of construction can be more readily defined.

#### **5.0 Phase V – Warranty Administration and Post-Construction Services (Deferred)**

The Warranty Administration and Post-Construction Services phase is not currently included in Consultant's Basic Services. The intent is to define and agree on the scope for this phase at a future date when the scope and duration of construction can be more readily defined.

### **III. OPTIONAL SERVICES**

Pursuant to Work Authorization executed in accordance with the Agreement and Notice to Proceed issued by the Contract Administrator, Consultant shall provide the following Optional Services as authorized by the County.

#### **Services**

Consultant shall provide optional services, as identified by the Contract Administrator, which are related to but beyond the level of effort outlined under section 1.2.5 of this scope, Benthic Resource Surveys, including:

- Additional coral surveys for corals greater than 10cm in size per 100m wall length.
- Investigation and identification of additional coral recipient sites.
- Additional report preparation required to address Jurisdictional Agency Requests for Additional Information.





### **Deliverables**

Consultant shall provide a report with description of survey methods and protocols, vertical and horizontal locations of corals identified on bulkheads and seawall, coral inventory tables, recommended strategies to reduce impacts, along with an appendix that contains photographs of representative measured specimens. Consultant shall provide an ESRI GIS document to detail the representative benthic field conditions. Consultant shall submit deliverables in electronic digital format in accordance with Attachment 2 titled "Electronic Media Submittal Requirements," with the understanding that BIM and REVIT deliverables are not required.

### **Time**

Consultant shall be complete these Optional Services within the number of calendar days stipulated in the Work Authorization and Notice to Proceed.

## **IV. PROJECT RELATED INFORMATION**

The following project related documentation, site access, and coordination will be provided by County to Consultant.

### **Facility Documentation**

If available from County records, County will provide the following information for the Group 1 Design Package 1 projects and Future Design Package projects.

- Facility as built and/or construction drawings.
- Previous site surveys.
- Facility bathymetric surveys.
- Facility inspection and evaluation reports.
- Atlas of known site area utilities.
- Previous site geotechnical data and reports.
- Memorandum of Agreement (MOA) between Broward County and the Division of Waste Management, Florida Department of Environmental Protection for Remediation with Controls.
- Vessel Type and Class only, Consultant shall research vessel characteristics:

### **Site Access**

County will provide reasonable access to Project sites for the performance of landside and waterside site Investigations.

### **Coordination**

- County will facilitate the exchange of berth usage information between the Harbormaster, Pilots and Consultant.
- County will coordinate and participate in design review meetings.
- County will review all Consultant deliverables and furnish comments to Consultant.

END OF SCOPE OF SERVICES





### Bulkhead Replacement, Group 1

**Design Package 1**

- Entrance Channel North Seawall (±1,300')
- Berths 1, 2, & 3 includes 1A-1D Bulkheads (±2,250')

**Future Design Package(s)**

- Berth 7, 8, 8A (±1,450')
- Berths 16, 17, & 18 (±1,650')
- Berths 21, & 22 (±1,350')
- Berth 29 (±1,050')



2019 Aerial

I:\Port\_Infrastructure\Project\_Assignments\Port\_Water\_Bulkhead\CD\Map\Drawings\Design\_Package\_1\_Bulkhead.dwg

**EXHIBIT A, SCOPE OF SERVICES**  
**ATTACHMENT 2 - Electronic Media Submittal Requirements**

**Preamble**

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. The County encourages Building Information Model (BIM) based design and documentation to the maximum extent possible, especially for all major projects including all new construction. For projects utilizing BIM delivery, Consultant will include native format and IFC BIM deliverables at all project milestones, with any supplementary two-dimensional (2D) deliverables to be derived from the model. Further it is the intent of the County to require open-standard facility management data as a project deliverable at all milestones. Requirements for that media are listed below.

**Section 1 Definitions and Identifications**

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **BIM:** Building Information Model(ing). BIM is not a specific product or technology, instead it's a collection of software applications designed to facilitate coordination and project collaboration. BIM is also a process for developing design and construction documentation by virtually constructing a building, bridge or other form of infrastructure – before anything is built.
- 1.2 **CAD or CADD:** Computer Aided Design and Drafting.
- 1.3 **COBie:** Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of building Sciences, Washington, DC. [http://www.nibs.org/?page=bsa\\_cobie](http://www.nibs.org/?page=bsa_cobie).
- 1.4 **Compatible Data:** Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this level of compatibility.
- 1.5 **IFC:** Interoperability Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingsmart.org/compliance/certified-software>
- 1.6 **LOD:** Level Of Development Specification for Building Information Models. See Attachment 1a – BIM Standards of Care and the BIMForum LOD Specification for additional information. <http://bimforum.org/lod>



## Section 2 Electronic Media

### 2.1 General Requirements:

2.0.1 All Work, including drawings, surveys, maps, details or other drawing or graphic information to be provided in electronic media by Consultant shall be accomplished and developed using Computer-Aided Design and Drafting (CADD), or Building Information Modeling (BIM), or a coordinated combination of both as determined by the Contract Administrator and may also include other software and procedures conforming to the following criteria.

### 2.2 BIM and CADD Graphic Formats:

2.2.1 Provide all BIM and CADD data in any of the following software formats:

- a. Autodesk, Inc. Revit 2016 or higher.
- b. Autodesk, Inc. AutoCAD release 2016 or higher.
- c. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment 1 if accepted in writing by the County's Contract Administrator.
- d. Alternative compatible CADD software formats that conform to the requirements of Section 2.2 of this Attachment 1 if accepted in writing by the County's Contract Administrator.

2.2.2 BIM data required for Contract submittals shall be provided in native .rvt format as well as .ifc format in conformance with IFC (Industry Foundation Classes) IFC2x3 V.2.0 or higher, as established by the buildingSMART International Alliance for Interoperability. Use of BIM vendor's or systems that incorporate the International Alliance for Interoperability IFC standard above must be approved in writing in advance by the County's Contract Administrator and comply with this Attachment.

2.2.3 Building Positioning to be accomplished for the intended project site by using "Auto – by Shared Coordinates" process or similar. Obtain State Plane Coordinates from Project survey information and utilize this same positioning process for all BIM files.

2.2.4 CADD data required for Contract submittals shall be provided in native .dwg format or be contained within the structure of the BIM data required in Section 2.2.2.

2.2.5 Copies of all BIM drawing sheets or other CADD submittals intended for hardcopy plotting or printing shall be provided by Consultant and subconsultants in portable document format (pdf). Final document submittals must also include drawing web format (.dwf) electronic media of above.

- a. Consultant must ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are compatible with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD



software, platform, database software), and adhere to the standards and requirements specified herein.

2.2.6 Target platform: A personal computer with Windows 7 operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.

2.2.7 Any non-graphical database delivered with prepared drawings must be provided in relational database format compatible with Microsoft Access 2014 or higher, or other compatible SQL format database. All database tables must conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

- a. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

2.2.8 BIM Content:

- a. Provide all Building Information Modeling (BIM) models in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 -Spatial Program Validation," dated May 21, 2015 or later. Provide space identification, charts and information in conformance with this Guide.
- b. See also Attachment – 1a, BIM Standards of Care.

2.2.9 CADD Standards:

- a. Standard plotted drawing size: 24 inch x 36 inch sheets.
- b. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- c. Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.

2.2.10 CADD Layering:

- a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
- b. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

2.2.11 Attribute Definitions:

- a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.

2.2.12 Deviations from Standards:

- a. Submit a written request for approval of any deviations from the Contract



Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.

- b. No deviations from the Contract Administrator's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

### 2.3 Non-BIM/CADD Graphic Format:

2.3.1 Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

### 2.4 Non-Graphic Format:

2.4.1 Provide word processing files in Microsoft Word 2013 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.2 Provide spreadsheet files in Microsoft Excel 2013 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.3 Provide database files in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

### 2.5 Delivery Media and Format:

2.5.1 Submit copies of all BIM/CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.

2.5.2 Provide electronic digital data and files on labeled CD or DVD media. Flash drives are acceptable alternatives and shall contain identifying County project information in their disk name. Other media will not be accepted without Contract Administrators approval.

2.5.3 The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system.

2.5.4 The external label for each electronic digital media shall contain, as a minimum, the following information:



- a. The Project Number, Project Title and date.
- b. The Facility Name
- c. The format and version of operating system software.
- d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
- e. A list of the filenames, (a separate sheet will be accepted).

2.5.5 Before a BIM/CADD file is 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 Contract Administrator's viewing and plotting.
- b. Make sure all reference files are attached without device or directory specifications.
- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

## 2.6 Submittals:

2.6.1 Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.





2.6.2 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 (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.
- b. Confirm that all delivery media are free of known computer viruses and malware. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
- c. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal:
  1. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant with the Contract Administrator-furnished materials, and any associated properties.
  2. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
  3. Recommended modifications which will be necessary to make the data available for GIS use.

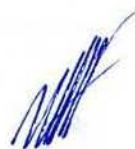
## 2.7 Ownership:

2.7.1 County will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.

2.7.2 Unlimited rights under this contract are rights to 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 except where otherwise limited within the Contract.

2.7.3 The Contract Administrator 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.

2.7.4 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.



2.8 Contract Administrator-Furnished Materials to the Construction Contractor:

2.8.1 The Contract Administrator and Consultant may make various electronic information available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant shall make the following information available to the Contractor in electronic format:

- a. Work-files: Selected work product files, copies of BIM and/or CAD 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. Consultant shall cooperate and facilitate the exchange of these electronic media documents.
- b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media conforming to Section 2.2 of this Attachment.
- c. Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of contract drawings in an electronic file format conforming to Section 2.2 of this Attachment, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on media in conformance with Section 2.5 of this Attachment.

2.9 Other Digital Information:

2.9.1 A variety of digital information may be generated by participants in the design process including the Contract Administrator, Consultant, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.

2.9.2 Consultant shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above.

**End of Attachment 2: Electronic Media Submittal Requirements**



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.84	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$97.58		2.84		\$277.14
Principal in Charge	\$105.64		2.84		\$300.00*
Project Administrator	\$31.44		2.84		\$89.29
Administrative Support	\$26.22		2.84		\$74.48
Chief Fueling Engineer	\$105.64		2.84		\$300.00*
Fueling Engineer	\$67.28		2.84		\$191.07
Chief Civil Engineer	\$104.36		2.84		\$296.37
Senior Civil Engineer	\$71.83		2.84		\$203.98
Civil Engineer	\$60.55		2.84		\$171.98
Designer III	\$53.28		2.84		\$151.35
Designer II	\$42.22		2.84		\$119.90
Designer I	\$32.55		2.84		\$92.45
Senior Drainage Engineer	\$97.30		2.84		\$276.32
Drainage Engineer	\$71.82		2.84		\$203.95
Chief Structural Engineer	\$98.08		2.84		\$278.55
Senior Structural Engineer	\$74.71		2.84		\$212.18
Structural Engineer	\$48.31		2.84		\$137.21
Structural Designer	\$61.89		2.84		\$175.78
Senior MEP Engineer	\$87.49		2.84		\$248.48
MEP Engineer	\$68.34		2.84		\$194.08
Chief Planner	\$105.64		2.84		\$300.00*
Senior Planner	\$83.85		2.84		\$238.12
Chief Environmental Scientist	\$92.89		2.84		\$263.80
Senior Environmental Engineer	\$90.39		2.84		\$256.70
Environmental Scientist	\$36.77		2.84		\$104.43
Senior Architect	\$61.39		2.84		\$174.35
Architect	\$51.05		2.84		\$144.98

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International  
 Subconsultant Name:

---

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Inspector	\$72.27		2.84		\$205.25
Senior Inspector	\$51.81		2.84		\$147.15

Multiplier of **2.84** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**103.81**)%

FRINGE = HOURLY RATE X FRINGE (**53.95**) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

\*Maximum Billing Rate will not exceed \$300.00 per hour.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: 300 Engineering Group, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	MAXIMUM BILLING RATE (\$/HR)
Principal/Vice President	\$100.00		<b>2.74</b>	\$274.00
Lead Construction Manager / Sr. Project Manager	\$100.00		<b>2.74</b>	\$274.00
Project Manager	\$65.00		<b>2.74</b>	\$178.10
Construction Manager	\$65.00		<b>2.74</b>	\$178.10
Senior Engineer	\$70.00		<b>2.74</b>	\$191.80
Project Engineer	\$45.00		<b>2.74</b>	\$123.30
Junior Engineer	\$35.00		<b>2.74</b>	\$95.90
Senior Inspector	\$45.00		<b>2.74</b>	\$123.30
Inspector	\$35.00		<b>2.74</b>	\$95.90
Administrator	\$35.00		<b>2.74</b>	\$95.90
Clerical	\$25.00		<b>2.74</b>	\$68.50

Multiplier of **2.74** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**120.58**)%

FRINGE = HOURLY RATE X FRINGE (**28.73**)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/Subconsultant Name: T.Y. Lin International / AREHNA Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.88		
Principal Engineer	\$71.81		2.88		\$206.81
Chief Engineer	\$50.48		2.88		\$145.38
Senior Engineer	\$70.00		2.88		\$201.60
Engineer	\$40.87		2.88		\$117.71
Engineer Intern	\$30.05		2.88		\$86.54
Senior Designer	\$32.00		2.88		\$92.16
Senior Engineering Technician	\$29.00		2.88		\$83.52
Engineering Technician	\$19.00		2.88		\$57.60
Clerical/Secretary	\$18.00		2.88		\$51.84

Multiplier of **2.88** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**115.61**)%

FRINGE = HOURLY RATE X FRINGE (**45.92**) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/Subconsultant Name: T.Y. Lin International /  
 Dickey Consulting Services

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Public Outreach Task Principal	\$78.56		2.31		\$181.47
Public Outreach Project Manager	\$30.81		2.31		\$71.17
Public Outreach Project Coordinator	\$27.49		2.31		\$63.50
Technician	\$23.64		2.31		\$54.61
Administrative Assistant	\$22.00		2.31		\$50.82
Intern	\$16.00		2.31		\$36.96

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00%)

FRINGE = HOURLY RATE X FRINGE (10.00%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International/  
 Subconsultant Name: GHD Consulting Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.98		(\$/HR)
Principal Engineer	\$97.80		2.98		\$291.19
Managing Engineer	\$74.31		2.98		\$221.25
Senior Engineer	\$60.79		2.98		\$180.99
Project Engineer	\$55.44		2.98		\$165.07
Principal Scientist	\$87.50		2.98		\$260.52
Managing Scientist	\$71.72		2.98		\$213.54
Senior Scientist	\$55.97		2.98		\$166.64
Project Scientist	\$46.98		2.98		\$139.88
Environmental Technician	\$34.07		2.98		\$101.44
Senior GIS / CADD Analyst	\$39.87		2.98		\$118.71
GIS / CADD Analyst	\$31.96		2.98		\$95.16
Administration & Accounting	\$26.85		2.98		\$79.94

Multiplier of **2.98** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**135.56**)%

FRINGE = HOURLY RATE X FRINGE (**35.11**) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: KEITH and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.42		
Senior Project Manager	\$100.00		2.42		\$242.00
Project Manager I	\$50.00		2.42		\$121.00
Project Manager II	\$60.00		2.42		\$145.20
Project Manager III	\$75.00		2.42		\$181.50
Assistant Project Manager	\$40.00		2.42		\$96.80
Construction Manager	\$70.00		2.42		\$169.40
RPR Inspector I	\$30.00		2.42		\$72.60
RPR Inspector II	\$40.00		2.42		\$96.80
RPR Inspector III	\$55.00		2.42		\$133.10
Chief Surveyor	\$75.00		2.42		\$181.50
Senior Surveyor & Mapper	\$60.00		2.42		\$145.20
Surveyor I	\$40.00		2.42		\$96.80
Surveyor II	\$50.00		2.42		\$121.00
Technician I	\$22.00		2.42		\$53.24
Technician II	\$30.00		2.42		\$72.60
Technician III	\$40.00		2.42		\$96.80
Senior Landscape Architect	\$75.00		2.42		\$181.50
Landscape Designer III	\$50.00		2.42		\$121.00
Senior Utility Coordinator	\$75.00		2.42		\$181.50
Subsurface Utility Location Manager	\$55.00		2.42		\$133.10
Subsurface Utility Field Supervisor	\$35.00		2.42		\$84.70
Utility Coordination Manager	\$45.00		2.42		\$108.90
Utility Coordinator	\$35.00		2.42		\$84.70
Administrative I	\$25.00		2.42		\$60.50
Administrative II	\$35.00		2.42		\$84.70

Multiplier of **2.42** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**85.38**)%

FRINGE = HOURLY RATE X FRINGE (**35.05**)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
Consultant/Subconsultant Name: T.Y. Lin International /  
Name: KEITH & Associates, Inc.

<b>UNIT PRICE ITEM</b>	<b>UNIT</b>	<b>MAXIMUM UNIT PRICE</b>
Survey Crew II	Per Crew (\$/HR)	\$130.00
Survey Crew III	Per Crew (\$/HR)	\$160.00
Survey Crew IV	Per Crew (\$/HR)	\$200.00
Survey Crew – Bathymetric	Per Crew (\$/HR)	\$350.00
Survey Crew - Scanner	Per Crew (\$/HR)	\$300.00
Subsurface Designation	Per Crew (\$/HR)	\$200.00

**Note:** The unit prices shown above include all materials, labor, equipment, overhead and profit for the field data collection evaluation, analysis, and documentation for use in the project deliverables.



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: MCO Construction and Services, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Estimator	\$67.64		2.31		\$156.25
Scheduler	\$62.44		2.31		\$144.24
Document Control	\$37.46		2.31		\$86.53

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**100.00**)%

FRINGE = HOURLY RATE X FRINGE (**10.00**) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/Subconsultant Name: T.Y. Lin International /  
 Mott MacDonald Florida, LLC (Full-Time Staff)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.87	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$104.53		2.87		\$300.00*
Principal Project Manager	\$97.11		2.87		\$278.71
Principal Engineer	\$79.76		2.87		\$228.91
Senior Project Engineer	\$73.97		2.87		\$212.29
Project Manager	\$63.73		2.87		\$182.91
Project Engineer	\$61.93		2.87		\$177.74
Engineer VII	\$85.79		2.87		\$246.22
Engineer IV	\$57.26		2.87		\$164.34
Engineer III	\$51.03		2.87		\$146.46
Engineer II	\$37.65		2.87		\$108.06
Engineer I	\$40.14		2.87		\$115.20
Senior Designer	\$47.51		2.87		\$136.35
Designer V	\$51.49		2.87		\$147.78
Designer IV	\$46.02		2.87		\$132.08
Designer III	\$36.87		2.87		\$105.82
Specialist IV	\$44.32		2.87		\$127.20

Multiplier of **2.87** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**101.79%**)

FRINGE = HOURLY RATE X FRINGE (**58.83%**)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00%**)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

\*Maximum Billing Rate will not exceed \$300.00 per hour.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/Subconsultant: T.Y. Lin International /  
 Name: Mott MacDonald Florida, LLC (Part-Time Staff)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Specialist	\$59.74		2.33		\$139.19
Technician	\$25.00		2.33		\$58.25

Multiplier of **2.33** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**101.80%**)

FRINGE = HOURLY RATE X FRINGE (**9.62%**)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00%**)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: Nova Southeastern University

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 1.95	=	MAXIMUM BILLING RATE (\$/HR)
Professor	\$121.21	X	1.95		\$236.36
Associate Professor	\$90.91	X	1.95		\$177.27
Assistant Professor	\$72.73	X	1.95		\$141.82
Research Scientist I	\$37.44	X	1.95		\$73.01
Research Scientist II	\$52.91	X	1.95		\$103.17
Researcher	\$42.42	X	1.95		\$82.72
Assistant Research Scientist	\$25.13	X	1.95		\$49.00
Associate Research Scientist	\$29.23	X	1.95		\$57.00
Ocean Engineer	\$72.73	X	1.95		\$141.82
Research Associate I	\$23.59	X	1.95		\$46.00
Research Associate II	\$26.46	X	1.95		\$51.60
Research Associate III	\$29.23	X	1.95		\$57.00
Research Assistant I	\$18.00	X	1.95		\$35.10
Research Assistant II	\$22.77	X	1.95		\$44.40
Research Assistant III	\$29.23	X	1.95		\$57.00
Research Assistant IV	\$32.82	X	1.95		\$64.00
Post-Doc Research Associate	\$24.36	X	1.95		\$47.50
Marine Operations Manager	\$24.24	X	1.95		\$47.27
Dive Safety Officer	\$30.30	X	1.95		\$59.09
Vessel Captain	\$24.24	X	1.95		\$47.27
Administrative Assistant I	\$15.00	X	1.95		\$29.25
Administrative Assistant II	\$17.50	X	1.95		\$34.13
Supervisor I – Research Lab	\$28.20	X	1.95		\$54.99
Supervisor II – Research Lab	\$33.85	X	1.95		\$66.01
Laboratory Research Assistant I	\$14.34	X	1.95		\$27.96
Laboratory Research Assistant II	\$18.46	X	1.95		\$36.00
Laboratory Research Assistant III	\$23.59	X	1.95		\$46.00
Laboratory Research Technician I	\$12.70	X	1.95		\$24.77

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: Nova Southeastern University

TITLE	MAXIMUM HOURLY RATE	X	MULTIPLIER 1.95	=	MAXIMUM BILLING RATE (\$/HR)
Laboratory Research Technician II	\$14.50	X	1.95		\$28.28
Director I – Research Program Mgmt	\$44.62	X	1.95		\$87.01
Director II – Research Program Mgmt	\$48.21	X	1.95		\$94.01
Research Program Manager I	\$27.69	X	1.95		\$54.00
Research Program Manager II	\$35.38	X	1.95		\$68.99
Research Program Recruiter/Assessor	\$26.15	X	1.95		\$50.99
Coordinator – Research Programs	\$24.10	X	1.95		\$47.00
Research Program Assistant	\$17.20	X	1.95		\$33.54
Data Analyst I	\$23.59	X	1.95		\$46.00
Data Analyst II	\$29.74	X	1.95		\$57.99
Data Analyst III	\$38.46	X	1.95		\$75.00
Research Programmer/Analyst I	\$26.66	X	1.95		\$51.99
Research Programmer/Analyst II	\$33.33	X	1.95		\$64.99
Manager I – Service Programs	\$30.26	X	1.95		\$59.01
Coordinator – Service Programs	\$16.35	X	1.95		\$31.88
Grad Research Assistant I	\$12.82	X	1.95		\$25.00
Grad Research Assistant II	\$16.41	X	1.95		\$32.00

Multiplier of **1.95** is calculated as follows:

FRINGE = HOURLY RATE X FRINGE RATE (**25.79**)%

OVERHEAD = (HOURLY RATE + FRINGE) \* OVERHEAD RATE (**69**)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**0**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE) / HOURLY RATE

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: SGS US East Coast LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Project Manager	\$41.00		2.31		\$94.71
Dive Supervisor	\$41.00		2.31		\$94.71
Diver	\$38.00		2.31		\$87.78
Welding Engineer	\$45.00		2.31		\$103.95
Technical Manger	\$60.00		2.31		\$138.60
Safety Officer	\$30.00		2.31		\$69.30
Report Writer	\$25.00		2.31		\$57.75

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**100.00**)%

FRINGE = HOURLY RATE X FRINGE (**10.00**) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

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



**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
Consultant/ T.Y. Lin International /  
Subconsultant Name: 300 Engineering Group

---

Item Description	Unit	Rate
Underwater Video Inspection Drone	Day	\$200.00



**EXHIBIT B-1  
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: AREHNA Engineering, Inc.

Item Description	Unit	Rate
Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$145.00
Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$160.00
Concrete Pavement Coring - 4in dia	Each	\$175.00
Geo Auger Borings-H& & Truck/Mud Bug	LF	\$10.85
Geo Double Ring Infiltration ASTM D3385	Each	\$500.00
Geo Drill Crew Support Vehicle	Day	\$175.00
Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$60.00
Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$65.00
Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$78.00
Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$350.00
Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$475.00
Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$6.00
Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$7.50
Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$10.20
Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$25.00
Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$53.00
GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$45.00
Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$60.00
GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$52.00
GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$70.00
GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$64.00
Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$14.75
Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$18.95
Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$27.85
Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$10.35
Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$14.25
Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$17.50
Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$11.20
Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$15.20
Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$16.50
Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$15.00
Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$19.00
Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$21.00
Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$185.00

**EXHIBIT B-1  
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: AREHNA Engineering, Inc.

Item Description	Unit	Rate
Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$195.00
Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$210.00
Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$215.00
Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$300.00
Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$10.00
Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$12.00
Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$14.00
Mobilization Asphalt Coring Equipment	Each	\$360.00
Mobilization Concrete Coring	Each	\$360.00
Mobilization Drill Rig Truck Mount	Each	\$485.00
Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$90.00
Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$495.00
Soils Consolidation - Constant Strain ASTM D4186	Test	\$580.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$230.00
Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$360.00
Soils Hydrometer Only AASHTO T88	Test	\$135.00
Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$355.00
Soils Liquid Limit AASHTO T89	Test	\$60.00
Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$50.00
Soils Moisture Content Laboratory AASHTO T265	Test	\$16.00
Soils Organic Content Ignition FM 1 T-267	Test	\$47.00
Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$73.0
Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$70.00
Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$137.00
Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$550.00
Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$140.00
Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$245.00
Crew Badging	Each	\$600.00
Waterside Barge Mobilization/Demob	Each	\$8,000.00
Waterside Crane Rental	Each	\$4,000.00
618-Waterside Support Boat Mobilization	Each	\$500.00
Waterside Daily Rate for Support Boat	Day	\$345.00
405-Waterside Floating Platform (Barge)	Day	\$2,450.00
Waterside Rotary Wash 0-50' Barge	LF	\$11.25

**EXHIBIT B-1  
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant/ T.Y. Lin International /  
 Subconsultant Name: AREHNA Engineering, Inc.

Item Description	Unit	Rate
Waterside Rotary Wash 50-100' Barge	LF	\$13.50
Waterside Rotary Wash 100-150' Barge	LF	\$17.25
473-Waterside SPT Borings 0-50' Barge	LF	\$18.58
474-Waterside SPT Borings 50-100' Barge	LF	\$23.50
475-Waterside SPT Borings 100-150' Barge	LF	\$29.20
515-Waterside SPT Shelby Tube 0-50' Barge	LF	\$185.00
516-Waterside SPT Shelby Tube 50-100' Barge	LF	\$195.00
517-Waterside SPT Shelby Tube 100-150' Barge	LF	\$240.00
422-Waterside Extra Sample 0-50' Barge	Each	\$43.45
423-Waterside Extra Sample 0-50' Barge	Each	\$49.95
424-Waterside Extra Sample 0-50' Barge	Each	\$62.95
453-Waterside HX Rock Coring (2.4") 0-50' Barge	LF	\$53.95
455-Waterside HX Rock Coring (2.4") 50-100' Barge	LF	\$60.00
457-Waterside HX Rock Coring (2.4") 100-150' Barge	LF	\$70.00
Waterside Rock Core Boxes	Each	\$30.00
483-Waterside Casing 3" 0-50' Barge	LF	\$11.54
484-Waterside Casing 3" 50-100' Barge	LF	\$14.51
485-Waterside Casing 3" 100-150' Barge	LF	\$16.53
493-Waterside Casing 4" 0-50' Barge	LF	\$14.35
494-Waterside Casing 4" 50-100' Barge	LF	\$17.30
495-Waterside Casing 4" 100-150' Barge	LF	\$19.95

**Note:** For in water (barge based) borings, drilling footage is measured from the mudline and casing footage is measured from the barge deck.

**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
Consultant/ T.Y. Lin International /  
Subconsultant Name: Keith & Associates, Inc.

---

<b>Item Description</b>	<b>Unit</b>	<b>Rate</b>
Impervious Coring >8"	Per Hole / Each	\$150.00
Vacuum Excavations Pervious	Per Hole / Each	\$400.00
Vacuum Excavations Impervious	Per Hole / Each	\$550.00

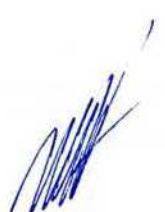


**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
Consultant/ T.Y. Lin International  
Subconsultant Name: Nova Southeastern University

---

<b>Item Description</b>	<b>Unit</b>	<b>Rate</b>
Wall and apron benthic survey (4 divers, one captain)	Day	\$945.50
Trimble R1 GPS Rental	Week	\$275.00
Site Recon (4 divers, one captain)	Day	\$945.00

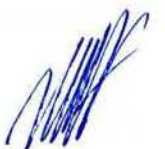


**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
Consultant / T.Y. Lin International /  
Subconsultant Name: Subsea Global Solutions

---

Item Description	Unit	Rate
Dive Spread (440V)	Days	\$ 300.00
Dive Spread (Shallow Water)	Days	\$ 500.00
Video System (Standard)	Days	\$ 250.00
Video/ Still System (Go Pro)	Days	\$ 150.00
Truck	Days	\$ 250.00
Dive Trailer: Inclusive of generator & HP/LP compressors - Used as Dive Platform	Days	\$ 500.00
Truck w/TC350 crane, equipped with lifesaving knuckle boom for emergency diver extraction and equipment deployment.	Days	\$ 450.00
Video System (Borescope)	Days	\$ 300.00
Video System (Helmet Mounted)	Days	\$ 300.00



**EXHIBIT B-1  
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Consultant / T.Y. Lin International /  
 Subconsultant Name: GHD, Inc.

---

<b>Item Description</b>	<b>Unit</b>	<b>Rate</b>
Vehicle, crew cab, from Tampa	Day	\$ 85.00
Photoionization Detector / Flame Ionization Detector	Day	\$ 75.00
Interface Probe	Day	\$ 25.00
Soil Sampling Expendables	Test	\$ 10.00
8260 (BTEX/MTBE) Soil Analysis	Test	\$ 50.00
8270 (PAHs) Soil Analysis	Test	\$ 87.50
FL-PRO (TRPH) Soil Analysis	Test	\$ 75.00
8 RCRA Metals Analysis	Test	\$ 91.25
8082 (PCB) Sediment Analysis	Test	\$ 50.00
GPR Equipment (concrete scan)	LS	\$ 300.00
Grout	Day	\$ 10.00
Temp Well Screen & Riser	Each	\$ 20.00
Concrete Patch	Bag	\$ 10.00
Core Barrels	Each	\$ 199.00
Sample Liners	Each	\$ 2.70
Ponar Sampler	Day	\$ 30.00



**EXHIBIT "C"**  
**MINIMUM INSURANCE COVERAGES**

**Project: BULKHEAD REPLACEMENT PROJECT, GROUP 1**  
**Agency: Port Everglades – Seaport Engineering & Facilities Maintenance Division**

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$ 2,000,000	\$ 4,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$ 1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 1,000,000	
<input checked="" type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>			If claims-made form:	\$ 2,000,000	\$ 4,000,000
			Extended Reporting Period of:		
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$5,000,000	\$ 5,000,000
			Extended Reporting Period of:	5 years	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> <b>Protection &amp; Indemnity (P&amp;I)</b> <i>Note: May be waived if no operating of watercraft will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Minimum Coverage	\$1,000,000	\$ 2,000,000
			*Maximum Deductible:	\$100,000	

**Description of Operations:** "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.

**CERTIFICATE HOLDER:**  
Broward County  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
Attention: **Matthew Harold, P.E.**

**Norma Dmytriw**  
Digitally signed by  
Norma Dmytriw  
Date: 2021.04.21  
10:16:33 -04'00'  
Risk Management Division

**Exhibit D  
Work Authorization**

Agreement Title: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_  
Consultant: \_\_\_\_\_

---

This Work Authorization is between Broward County and Consultant pursuant to the Agreement. Consultant affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Consultant. 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 County'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 Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

*(Signatures appear on the following page.)*



IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

**County**

_____	Date	_____	Date
Project Manager		Contract Administrator	
Approved as to form by Office of the Broward County Attorney:		_____	Date
		Board or Designee	
_____	Date		
Assistant County Attorney			

**Consultant**

WITNESSES	[Name of Consultant]
_____	_____
Signature	Signed
_____	Date
Print/Type Name	_____
	Print/Type Name
_____	_____
Signature	Title
_____	
Print/Type Name	
ATTEST	
_____	
Signed	Date

\_\_\_\_\_  
(Print/Type Name of Secretary)

CORPORATE SEAL

**EXHIBIT E**  
**SCHEDULE OF SUBCONSULTANTS**

Project No: PNC2120415P1  
 Project Title: Port Everglades Bulkhead Replacement Project - Group 1  
 Prime Consultant: T.Y. Lin International

---

Firm Name	Discipline
300 Engineering Group, P.A. [CBE]	Civil Engineering support (Water System Design, Storm Drainage Design, Sanitary System Design, Water and Drainage Permitting), MEP Engineering and Construction Inspections: Fire Protection
AREHNA Engineering, Inc. [CBE]	Geotechnical Services, Field Data Collection, Soil Testing, Geotechnical Design Recommendations
Dickey Consulting Services, Inc. [CBE]	Public Involvement and Stakeholder Management, Public Relations, Public Outreach
GHD, Inc.	Environmental Services, Environmental Remediation - Contaminated Site Management, Hazardous/Material Assessment and Mitigation Assessment, Permitting Support, Wetland Delineation, Cathodic Protection
Keith and Associates, Inc.	General Surveying, Topographic and Hydrographic Surveying, Utility Location (SUE).
MCO Construction and Services, Inc. [CBE]	Project Controls, Project Scheduling, Construction Cost Estimating
Mott MacDonald	Port and Marine Engineering, Project Management Support, Tenant Engagement Support: Coastal Analysis & Engineering, Dredging Design, Bulkhead Design, Mooring Analysis, Mooring System Design, Fender System Design, Hydrodynamic Analysis, Temporary Operations Mitigation Support
Nova Southeastern University	Coral and Marine Life Assessment and Preservation, Seagrass Surveying, Mitigation Studies
SGS US East Coast, LLC	Underwater Inspections (Diving), Program Support, Temporary Operations Mitigation Support

**EXHIBIT F**

Broward County Board of  
County Commissioners

PNC2120415P1



**LETTER OF INTENT  
BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2120415P1

**Project Title:** Port Everglades Bulkhead Replacement Project-Group 1

**Bidder/Offeror Name:** T.Y. Lin International

**Address:** 500 W Cypress Creek Rd. Suite 330 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

**Authorized Representative:** Maximo Fajardo **Phone:** 305-799-9722

**CBE Firm/Supplier Name:** 300 Engineering Group, P.A.

**Address:** 3850 Bird Road, Suite 601 **City:** Miami **State:** FL **Zip:** 33146

**Authorized Representative:** Franklin Torrealba, PE **Phone:** 305-763-9829

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Civil & MEP Engineering and Construction Inspections	541330		11.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: Director Date: 07/08/2020

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Maximo Fajardo, Vice President Date: 07/08/2020

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Rev.: June 2018

Compliance Form No. 004

EXHIBIT F

Broward County Board of  
County Commissioners

PNC2120415P1



**LETTER OF INTENT**  
BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120415P1

Project Title: Port Everglades Bulkhead Replacement Project-Group 1

Bidder/Offeror Name: T.Y. Lin International

Address: 500 W Cypress Creek Rd. Suite 330 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Maximo Fajardo Phone: 305-799-9722

CBE Firm/Supplier Name: Arehna Engineering, Inc.

Address: 5012 W. Lemon Street City: Tampa State: FL Zip: 33609

Authorized Representative: Jessica McRory, PE Phone: 813-944-3464

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Geotechnical Services	541380		9.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: Jessica McRory Title: President Date: 07/06/2020

**Bidder/Offeror Authorized Representative**

Signature: Maximo Fajardo Title: Maximo Fajardo, Vice President Date: 07/08/2020

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Rev.: June 2018

Compliance Form No. 004

Section 8-Pg64

**EXHIBIT F**

Broward County Board of  
County Commissioners

PNC2120415P1



**LETTER OF INTENT**  
BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120415P1

Project Title: Port Everglades Bulkhead Replacement Project-Group 1

Bidder/Offeror Name: T.Y. Lin International

Address: 500 W Cypress Creek Rd. Suite 330 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Maximo Fajardo Phone: 305-799-9722

CBE Firm/Supplier Name: Dickey Consulting

Address: 1033 NW 6th Street, Suite 206 City: Fort Lauderdale State: FL Zip: 33311

Authorized Representative: Sheryl A. Dickey Phone: 954.444.3691

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Public Involvement/Stakeholder Management	541820		2.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President/CEO Date: 7/6/2020

**Bidder/Offeror Authorized Representative**

Signature:  Title: Maximo Fajardo, Vice President Date: 07/08/2020

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

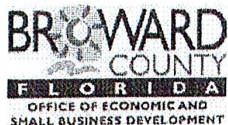
Rev.: June 2018

Compliance Form No. 004

**EXHIBIT F**

Broward County Board of  
County Commissioners

PNC2120415P1



**LETTER OF INTENT  
BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** PNC2120415P1

**Project Title:** Port Everglades Bulkhead Replacement Project-Group 1

**Bidder/Offeror Name:** T.Y. Lin International

**Address:** 500 W Cypress Creek Rd. Suite 330 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

**Authorized Representative:** Maximo Fajardo **Phone:** 305-799-9722

**CBE Firm/Supplier Name:** M.C.O. Construction and Services

**Address:** 6600 NW 27th Avenue, Suite 208 **City:** Miami **State:** FL **Zip:** 33147

**Authorized Representative:** Ann McNeill **Phone:** 305.693.4344

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Project Controls (scheduling/estimating)	237990		5.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

**Signature:**  **Title:** President **Date:** 07.08.20

**Bidder/Offeror Authorized Representative**

**Signature:**  **Title:** Maximo Fajardo, Vice President **Date:** 07/08/2020

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

**Rev.: June 2018**

**Compliance Form No. 004**



**Port Everglades Security Requirements**

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than five (5) times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go on line to <https://universalenroll.dhs.gov/twic-home>.

