



**AGREEMENT BETWEEN BROWARD COUNTY AND MCFARLAND-JOHNSON, INC.  
FOR CONSULTANT SERVICES FOR AVIATION PLANNING AND ADVISORY SERVICES  
(RFP# PNC2120792P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and McFarland-Johnson, Inc., a New York corporation authorized to transact business in the State of Florida ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County owns and operates the Fort Lauderdale-Hollywood International Airport ("FLL") and North Perry Airport ("HWO"), located in Broward County, Florida.

B. County conducted a competitive solicitation seeking proposals ("RFP") from qualified and experienced vendors to provide the Services (hereinafter defined), with a goal of awarding agreements to three vendors.

C. Consultant, together with Kimley-Horn and Associates, Inc. ("Kimley") and Ricondo and Associates, Inc. ("Ricondo"), submitted proposals to the RFP and were the three highest ranked firms during the RFP process.

D. County and Consultant desire to enter into this Agreement.

E. Consultant acknowledges that County will be entering into a separate agreement with Kimley and Ricondo for the same Services, that County is not, expressly or impliedly, committing that Consultant will receive any quantity of work under this Agreement, and that County will issue Work Authorizations (hereinafter defined) on an as-needed basis to either Consultant, Kimley (by separate agreement), or Ricondo (by separate agreement) based on several factors, including, but not limited to, relevant experience, previous work allocation, and available resources.

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 Director of Aviation or such other person designated by the Director of Aviation in writing. The Contract Administrator is the representative of County concerning the Project.

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

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

1.5 **Project** means aviation planning and advisory services for FLL and HWO.

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

1.7 **Services** means the work set forth in **Exhibit A**, Scope of Services, and any Optional Services procured under this Agreement.

1.8 **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.

1.9 [See **Exhibit H** for Additional Definitions]

## 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>Letters of Intent and Schedule of Subconsultants</b>
<b>Exhibit F</b>	<b>Monthly DBE Utilization Report</b>
<b>Exhibit G</b>	<b>Final Monthly DBE Utilization Report</b>
<b>Exhibit H</b>	<b>Airport Additional Requirements</b>
<b>Exhibit I</b>	<b>ETS 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"), through the issuance of Work Authorizations as stated in **Exhibit H**.

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

3.4 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.

3.5 [See **Exhibit H**, Additional Provisions for Section 3.5]

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

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end three (3) years after that date ("Initial Term"). Consultant shall perform the Services within the time periods specified in the applicable Work Authorization.

4.2 Extensions. County may renew this Agreement for two (2) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Consultant at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3 Notice to Proceed. In addition to a Work Authorization, Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services under this Agreement.

4.4 Delays. 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.

## 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 Compensation. For the Services identified in **Exhibit A**, compensation to Consultant shall be (a) based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount established in the applicable Work Authorization or (b) not more than a lump sum established in the applicable Work Authorization. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount agreed in the applicable Work Authorization. Unused amounts of those monies shall be retained by County.

5.1.2 Maximum Amount Not-To-Exceed. For The aggregate of all Work Authorizations issued under this Agreement (inclusive of all Extension Terms) shall not exceed Five Million Dollars (\$5,000,000), which includes Two Hundred Thousand Dollars (\$200,000) for potential reimbursables to be authorized pursuant to Section 5.3.

5.1.3 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.

5.1.4 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.

5.2 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, Consultant and any of its Subconsultants who proposed to use hourly rates for Consultant and Subconsultants, were negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator, including flat rates, which

may not comply with Section 5.2. Those hourly rates, if any, are set forth in the applicable **Exhibit B** attached hereto.

5.2.7 After the effective date of this Agreement, for all periods in which Paycheck Protection Program (PPP) funds are received, such amounts must be disclosed in the audited statements. For all periods in which such loan amounts are 'forgiven' by the Small Business Administration, overhead and fringe benefit factors shall be calculated and presented in the audited statements both 'with' and 'without' forgiveness. Reductions in expenses shall be in accordance with FAR regulations.

5.2.8 During the term of this Agreement and to the extent not already included in the Salary Costs of this Agreement, for any Consultant or Subconsultant's fiscal year that received PPP loan 'forgiveness', it is incumbent upon the Consultant or Subconsultant (through Consultant) to submit a copy of their FAR audit within 30 calendar days of final FAR audit, along with a modified Exhibit B. Following review and approval by the Contract Administrator, modified Exhibit B rates will be effective and applied to subsequent Work Authorizations, as applicable. Upon the completion of the next audited fiscal period, Consultant or Subconsultant may submit an updated FAR audit, and request in writing, the execution of an amended Exhibit B based upon the updated multiplier for the duration of the agreement. Such approval of an amended Exhibit B shall be at the sole discretion of the Contract Administrator. Multipliers may only be adjusted based on PPP loan forgiveness as described in this section. If the Safe Harbor rate is elected, no additional action regarding PPP loan forgiveness is required.

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

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses

with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

## 5.5 Method of Payment.

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

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

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

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

McFarland-Johnson, Inc.  
James M. Festa, PE/CEO  
49 Court Street, Suite 240  
Binghamton, NY 13901

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.

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

#### **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 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.

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.

## **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 DBE 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 DBE 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 Project Funding.** This Project will be funded in part by one or more grants from the FAA Airport Improvement Program (“AIP”) and this Project must comply with the FAA and United States Department of Transportation (“USDOT”) Rule 49 CFR Part 26 pertaining to compliance with DBE requirements.

10.2.1 Projects receiving such funding must comply with USDOT Code of Federal Regulations 49 CFR Part 26, the implementing rules of the above-noted agency, and with Broward County’s Disadvantaged Business Enterprise Program.

10.2.2 Consultant agrees that Consultant and its Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Broward County may deem appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

10.2.3 Since this Project is funded at least in part using FAA funds, it is the policy of Broward County to ensure that DBEs, as defined in 49 CFR Part 26, can compete fairly for opportunities to participate as subconsultants and suppliers on all contracts awarded by County to ensure a level playing field.

10.2.4 Broward County fully supports the federal government’s Disadvantaged Business Enterprises Program.

**10.2.5 Consultant has committed to Ten percent (10%) DBE Participation.**

10.2.5.1 Prior approval of OESBD must be obtained to add or change a DBE Subconsultant.

10.2.5.2 County shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increases the total contract price by ten percent (10%) or more of the initial total contract price or Fifty Thousand Dollars (\$50,000.00), whichever is less, for opportunities to include or increase participation of DBEs already involved in the Agreement. Consultant shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification and shall report such efforts to the Broward County OESBD.

10.2.5.3 On-site reviews to monitor Consultant’s progress in achieving and maintaining its contractual DBE obligations will be carried out by the Contract Administrator in conjunction with OESBD.

10.3 Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 are incorporated into and are a part of this Agreement, upon its award by County, and are hereby incorporated into the terms of Consultant's solicitations, subcontracts, material supply contracts, and purchase orders. In the event the following clauses conflict with any other terms or provisions of this Agreement, or any of the terms of Consultant's solicitations, subcontracts, material supply contracts, and purchase orders, the clauses set forth in this section shall control. Compliance monitoring will be conducted to determine if Consultant and its Subconsultants are complying with the requirements of the DBE Program. Failure of Consultant to comply with this provision may result in County imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

10.3.1 Consultant shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subconsultants. Consultant shall utilize the DBE Subconsultants identified in its proposal that were a material part of the selection of Consultant to provide Services for this Agreement. The list of DBE Subconsultants is provided in **Exhibit E**.

10.3.2 Consultant agrees to submit a Monthly DBE Utilization Report, **Exhibit F**, to the Contract Administrator with a copy to OESBD, which shall contain a record of total DBE participation and payments made to all DBE Subconsultants.

10.3.3 Consultant agrees to submit a Final DBE Utilization Report, **Exhibit G**, containing the total amount paid to its DBE Subconsultants. This report must be submitted with Consultant's request for final payment and release of retainage.

10.3.4 Nondiscrimination – Consultant and its Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

## **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) 359-2581, JCHAMBERS@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.**

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 Administrator  
Attn: Government Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: bhenry@broward.org

with a copy to:

Director of Aviation  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Email address: mgale@broward.org

FOR CONSULTANT:

McFarland-Johnson, Inc.  
John Mafera, Regional Director of Aviation  
4651 Sheridan Street, Suite 300B  
Hollywood, FL 33021  
Email address: jmafera@mjinc.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 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect, except that if there is any conflict or inconsistency between a provision contained in Articles 1 through 11 and **Exhibit H**, the provisions contained in **Exhibit H** shall prevail and be given effect.

11.25 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.**

11.26 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.

11.27 Payable Interest.

11.27.1 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.

11.27.2 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).

11.28 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.

11.29 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.

11.30 Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88, Broward County Code of Ordinances, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide work space for the artist during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan. Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s).

11.31 Airport Additional Requirements. Consultant shall comply with the Airport Additional Requirements attached hereto as **Exhibit H**.

11.32 Additional ETS Security Requirements. Consultant shall comply with the ETS Security Requirements attached hereto as **Exhibit I**.

(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 \_\_\_\_\_, 2021, and MCFARLAND-JOHNSON, INC., signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

Alexander J. Williams, Senior Assistant  
County Atty  
By: \_\_\_\_\_  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

Digitally signed by Alexander J. Williams, Senior Assistant County Atty  
Date: 2021.10.26 17:23:32 -04'00'

AJW/  
BCF 202- McFarland-Johnson, Inc.  
10/12/2021

AGREEMENT BETWEEN BROWARD COUNTY AND MCFARLAND-JOHNSON, INC.  
FOR CONSULTANT SERVICES FOR AVIATION PLANNING AND ADVISORY SERVICES  
(RFP# PNC2120792P1)

Consultant

MCFARLAND-JOHNSON, INC.

ATTEST:

  
Secretary

Frank J. Greco

(Typed Name of Secretary)



Digitally signed by James Festa  
Date: 2021.10.26 15:42:02 -04'00'

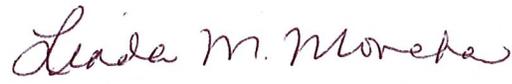
**James Festa**  
By \_\_\_\_\_  
~~President/Vice President~~

James M. Festa, Chief Executive Officer

(Typed Name and Title)

26th      October      21  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
Emi Saito

  
Linda M. Monahan

## **EXHIBIT A - SCOPE OF SERVICES**

### **Consultant Services for Aviation Planning and Advisory Services**

Broward County Aviation Department is engaging the services of three firms to provide professional services and technical assistance through a multi-year agreement in Aviation planning and Advisory Services for the Fort Lauderdale-Hollywood International and North Perry Airports.

There are three Groups of services that comprise the Scope of Services. Listed under these Groups are services that cover the anticipated professional airport planning consultant needs of the Broward County Aviation Department (BCAD).

In addition, consultants may be asked to provide aviation related training, on-call or on-site staff support, or assist BCAD with other more general urban planning issues that may impact the Airport but are not necessarily aviation specific. Therefore, Group 3 will cover the general airport planning support, planning studies and issues that encompass the Airport as a whole (airside and landside), finance and forecasting analysis as well as master plan implementation support needs of BCAD.

Vendors may be tasked with work from any of the three groups identified in the Scope of Work. No guarantee is expressed or implied as to work or the distribution of assignments which will be based on the best interest of the County.

#### **Group 1: Airside Planning Support Services**

Group 1 is intended to provide BCAD with planning support relative to the airside facilities and operations at Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO). Included in the list of services below are items that will address existing and expected future conditions associated with the airfields at both airports. This includes studies that are principally focused on the runways, the airspace, the taxiway system, ramp areas (interface with the terminal complex), and aircraft holding areas. Additionally, dedicated extension of staff support may be provided as required by BCAD to evaluate and manage work efforts by others.

Services under this category may also be authorized in concert with other category tasks for combined efforts such as; physical and operational planning with financial feasibility analysis, simulation modeling services, and planning initiatives that need to be coordinated with ongoing and proposed airport projects. The Consultant may be asked to provide review services relative to existing analyses provided to BCAD by other consultants.

Airside planning support can entail a range of analyses aimed at meeting Federal, State and County regulatory requirements, and maintaining or improving the service provided to airport tenants and users. Planning studies can be focused on near, mid, or longer term needs. They can include evaluations of existing airport operations, assistance with the definition and evaluation of

improvements to facilities and operating procedures, maintenance of operations, evaluation of tenant requests, assistance with requests from within various BCAD/County departments, maintenance, and coordination with Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), Florida Department of Economic Opportunity (DEO), and other agencies to respond to their requirements.

The scope of services listed below is not intended to be all inclusive of the work which may be performed.

1. Airside facilities and operations planning and support
2. Airside simulations and support
3. Airspace planning and support
4. Construction phasing planning
5. Obstructions analysis including survey
6. Terminal Instrument Procedures (TERPS) and Part 77 Analysis
7. Threshold siting analysis
8. Analysis of actual flight track data
9. Preparation of airspace drawings
10. Independent review of FAA airspace determinations
11. Assessment of FAA Air Traffic Control procedures including changes to flight tracks, utilizations, new technology applications (Le. RNA V), Standard Operating Procedure (SOP) changes
12. Coordination with staff at the local FAA ATCT (Air Traffic Control Tower) and TRACON (Terminal Radar Approach Control) facilities
13. Coordination with stakeholders
14. Computer-Aided Design and Drafting (CADD)/Geographic Information System (GIS)
15. Land use planning
16. Utility infrastructure planning
17. Demand forecasting
18. LOI application support
19. Environmental permitting
20. Outreach program
21. Airfield signage and marking support
22. Taxiway and airfield nomenclature support
23. Sustainability initiative analysis and support
24. Airside Simulation Modeling Support
25. Simulation of Existing Conditions
26. Simulation of Alternatives
27. General Airside Simulation Modeling Support
28. Other services as determined by BCAD

## **Group 2: Landside & Facilities Planning Support Services**

The landside and facilities planning support task will serve BCAD's needs relative to ground transportation and land use issues which can include Airport roadways, parking, rental cars, site analysis, public transportation studies, site planning, facilities studies and land use analysis.

Landside planning studies may involve analyzing current circulation issues, ways to manage/reduce congestion on existing roadways, utilization of parking facilities, as well as future needs.

Proposed near-term improvements to the airside and terminal complex may require modifications or improvements (physical or procedural) to the ground transportation system as well as analysis of the current facilities and infrastructure needs of the Airport. Long-term improvements proposed in the Master Plan may also necessitate further analysis of the ground transportation network and facilities/infrastructure requirements. Land use analysis may evaluate the highest and best use of property.

Facilities analysis will identify current and proposed facility needs. With airfield expansion, rehabilitation and repair, , and terminal improvements, BCAD will use the listed services to address any planning issues related to US-1, the 1-595 and 1-95 Corridors, Griffin Road, the FEC railroad, Perimeter Road, access to parking by passengers and employees, and Terminal 4 access issues. Landside studies may also be needed to plan for the transportation of cruise passenger traffic between the Airport and Port Everglades as well as multimodal transportation connectivity. Facilities planning, land use analysis and site planning and analysis may also be provided to determine the best use of land and determination of facility improvements.

Services may consist of providing support in the planning and implementation of landside improvements including ground transportation analyses, airport roads, curb optimization and analysis, parking, land use evaluation, rental car facilities and ground transportation centers.

Public, airport vehicle, and service access may be evaluated as a part of this effort. Physical, operational and financial aspects of the various issues will be addressed as requested. Services may include short-term and long-term development programs. Planning initiatives will be coordinated with ongoing and proposed airport projects.

Critical issues identified during the last Master Plan Update effort include near term evaluation of curb utilization, both in terms of physical layout and use, and in terms of airport policies regarding private vehicle use, commercial vehicle use, access to parking, and taxi/limo pools and queuing. Also, parking for employees, public, and staging of various support and courtesy vehicles require near-term analysis and long-term phasing of use to accommodate progress on various anticipated projects.

Additionally, services may include analysis and coordination with the adjacent transportation network of roadways, bike paths, waterways, and public transportation that may include future passenger rail service.

Group 2 also provides BCAD with planning support related to the passenger terminal complex at FLL. The components of the terminal complex include the terminal buildings and their internal functional components such as ticketing, security, baggage handling, hold rooms, concessions, etc.; the aircraft gates and how they interface with the airside system; and the terminals interface with the ground transportation system including curb frontage, parking and other connections to ground transportation. Terminal planning studies at FLL can include the development and evaluation of conceptual plans for existing and future terminal space, development of tenant/terminal design guidelines, analysis of passenger flows through the various functional areas, passenger level of service evaluations, development of future space requirements to support various functions, airline space optimization analysis, gate utilization analysis and maintenance of operations. These and other related issues may need to be analyzed in coordination of the ongoing Terminal 4 redevelopment and expansion, the proposed renovation/upgrade of Terminals 1-3, and other proposed master plan improvements. FLL will also need assistance with ad-hoc analyses that arise as a result of requests from airlines, Transportation Security Administration (TSA) or other terminal tenants regarding existing or future space needs.

Services may consist of providing support in the planning and implementation of terminal complex analyses, renovations, and development. Services are anticipated to include short, mid, and long-term development programs on single and/or multiple terminals. Functional areas of analysis may include ticketing, security, holdroom, baggage system, baggage claim, passenger support facilities, airline operations, airport operations, and concessions operations and configuration. Curbside configuration/utilization as well as apron analysis and gate utilization issues may also be addressed as a part of these services.

Planning initiatives will be coordinated with ongoing and proposed airport projects. The current Master Plan identifies a near/mid-term scenario which will require continued analysis of the existing terminals to maximize the life of these facilities to defer major capital expenses relative to terminal development. Related airside and landside development will be addressed in the evaluation, as well as gate utilization, terminal connectivity, international use, and coordination with current ongoing initiatives such as the in-line baggage system development. New technologies, including common use systems, will be integral to the evaluations undertaken in these analyses. Services provided in Group 2 include more specific terminal project definition analyses and documents beyond what is in a typical Master Plan document. The goal of the terminal project definition analysis is to provide the design and development direction necessary to proceed with final design and coordination throughout development stages.

The scope of services listed below is not intended to be all inclusive of the work to be performed.

1. Terminal optimization analysis and planning

2. Cruise Ship Check-in Operational Analysis and planning
3. Gate Utilization Study
4. Terminal facilities requirements, including detailed facility space programs and spacenumbering
5. Advanced planning
6. Facility concept analysis
7. Conceptual terminal and concourse site plans
8. Terminal envelope interface with airside and landside facilities
9. Preferred concepts evaluation
10. Coordination with the airlines
11. Ticketing, security and baggage handling requirements
12. Gate and hold room layout
13. Gate, apron, and ramp layout including passenger boarding bridge requirements
14. Conceptual design of floor plans for terminal facilities
15. Interior layout, configuration, and passenger flow analyses
16. Special terminal security and concessions analyses
17. Federal Inspection Services (FIS) requirements, including U.S. Customs and
18. Immigration services
19. Concessions planning
20. Computer simulations of terminal passenger flows
21. Computer modeling of aircraft parking
22. Computer simulation of aircraft movements on the apron and taxi lanes
23. CADD support
24. Gate requirements modeling
25. Gate surface marking evaluation and support
26. Fuel hydrant placement evaluation and support
27. Loading bridge analyses
28. Jet blast analyses
29. Terminal Program Development
30. Terminal Project Definition
31. Terminal Design Guidelines
32. Tenant/Concession Design Guidelines
33. Green/LEED building analysis and support
34. Sustainability initiative analysis and support
35. Airport access, circulation and frontage roadway planning
36. Airport parking strategies
37. Automated people-mover needs assessment and demand forecasting
38. Busing analysis
39. Commercial vehicle policy and procedures
40. Commercial vehicle service contracting
41. Customer surveys
42. Dwell-time analysis
43. Ground Transportation Comprehensive Analysis
44. Multi-modal transportation facility planning, inter-agency coordination and support
45. Rental car facility analysis and planning

46. Roadway facility simulation and planning
47. Signage, marking, wayfinding, and signalization studies
48. Site development studies, including but not limited to Cargo, General Aviation, Administrative Offices, On-airport/Off-Airport and similar type of site plan and site specific studies.
49. Site Development/Land Development design guidelines
50. Space allocation of terminal curb fronts
51. Traffic data collection
52. Traffic demand forecasting and demand management planning
53. Traffic noise studies
54. Transportation project financing
55. Transportation systems management planning
56. Alignment studies
57. Contingency/backup planning including busing analysis
58. Environmental benefits assessment (i.e., emissions reductions, surface transportation\congestion reductions, ground noise reductions)
59. Financial planning including Passenger Facility Charge (PFC) and multi-modal facility financing
60. Hotel siting analysis
61. Related support facilities analysis
62. Other services as determined by BCAD

### **Group 3: Master Plan Implementation, Strategy Support, Program Management and Advisory Services**

The Consultant will provide assistance to BCAD with master plan implementation and program management services not already covered in other Groups, on-call/on-site staff support, finance and forecast analysis services, sustainability initiatives support, and potential for aviation related staff training. The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base.

Services may include, but are not limited to:

1. General site planning support
2. Manage and utilize resources across projects
3. Cost and Schedule Management
4. Special Systems Master Planning
5. Manage Stakeholder communications
6. Operational Readiness and Airport Transfer
7. Document Control and Project Controls Management
8. Environmental planning support
9. Development of Noise Contours
10. Cargo and land use planning support
11. General aviation planning support

12. On-Call and On-Site staff support
13. Security Master Planning
14. CADD/GIS support
15. Stakeholder coordination support
16. Strategic Assistance Supporting Airline Approvals
17. Support with integration of planning studies
18. Third party review
19. Assistance with integration of BCAD planning with Broward County planning studies, programs or initiatives
20. Program or Project management support with plan implementation and/or construction
21. Assistance in software development and application
22. Planning and development analysis and forecasts
23. Airfield and airspace issues
24. Passenger terminal development
25. Parking, ground transportation and airport access roadways
26. Preparation and interpretation of industry survey responses
27. Environmental plans, including noise and environmental reviews and assessments
28. Specialized noise compatibility and alternatives analysis
29. Terminal project definition services
30. Landside project definition services
31. Conceptual designs and criteria development
32. Outreach program
33. Master signing plan
34. Early Master Plan Implementation projects
35. Concessions space planning and analysis
36. Curb frontage and access analysis
37. Design guidelines and standards
38. Level of service evaluations
39. Inter-agency coordination and compliance
40. Environmental permitting and compliance
41. Utility index, inventory and planning
42. Environmental Analysis, including National Environmental Policy Act (NEPA) and due diligence
43. Electronic Airport Layout Plan (ALP) update
44. Land Use and environmental planning and compliance, including noise
45. Analysis and planning for:
  - a) Airport access roads
  - b) Parking and ground transportation demand, efficiency and operations
  - c) Terminal and facilities development
  - d) Land use planning
46. Staff specialized training and support
47. Zoning analysis
48. Property acquisition analysis
49. Utility impacts/needs

50. Permitting
51. Facility relocation/site planning
52. Specialized staff training
53. Comparable facility analysis
54. Property Utilization Study (Highest and Best Use)
55. Sustainability initiative analysis and support
56. Finance and Forecast Analysis and support
57. Market assessments or studies including but not limited to Cargo, General Aviation, or International Traffic
58. Aviation demand forecast analysis
59. Gate utilization, analysis and forecast
60. Revenue enhancement analysis
61. Financial planning model support
62. Airline use and lease agreement planning assistance
63. Cost center planning and analysis
64. Financial Planning Traffic Forecast
65. Capital program (CIP) definition and decision support
66. Guidance on renewal and replacement reserves and funding levels
67. Capital project funding, including cash flow planning and funding source analysis
68. Analysis of rates and charges and ratemaking methodologies
69. Debt capacity and debt structure analysis
70. Bond Issue support including but not limited to ASR Bond issues
71. Review and interpretation of financial, legal and contractual documents
72. Preparation of benefit-cost analysis based on FAA's BCA guidance
73. Simulation modeling and other benefit assessments
74. Cost estimating
75. Federal grant assistance and strategy planning, including coordination with the FAA preparation of the Airport Capital Improvement Program (ACIP), for AIP Entitlement, Noise Discretionary, capacity discretionary and LOI grants
76. TSA grant assistance for security infrastructure improvements
77. State of Florida Department of Transportation (FOOT) grant assistance, including preparation of the Joint Airport Capital Improvement Program (JACIP)
78. PFC application support
79. PFC Noise Mitigation Bank strategy
80. Financial feasibility analysis (for both debt issuance and policy decision support)
81. Letter of Intent (LOI) applications
82. Operating and maintenance (O&M) expense analysis
83. "Life-cycle cost" analyses of planned facilities and renewal and replacement of existing assets
84. Grant writing
85. Airline approval support
86. Budget preparation and rate-setting
87. Economic impact study or analysis
88. Assistance with Noise Mitigation and related issues
89. Organization, management, and compensation studies, including salary surveys

90. Rental car business planning, including services related to development and implementation of a rental car concession business plan
91. Services related to development and implementation of a rental car operating and facility use plan
92. Rental Car financial analysis
93. Concessions financial analysis and lease\bid preparation
94. Surveys of financial and business practices, revenues, expenses, debt, rates, and other matters
95. Development of airline gate allocation assignment protocols
96. Parking rate evaluations and surveys
97. Assessment of new information technology tools and software
98. Assistance in evaluating and enhancing customer service levels
99. Temporary assistance filling vacant staff positions
100. Other matters affecting airport-airline business relations
101. Other issues affecting long-term financial plans for airport development
102. Other business or financial planning issues
103. Other services as determined by BCAD

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**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
(P09-P10) Officer	\$100.00		3.00		\$300.00
(P08) Division Director / Reg. Division Director	\$83.32		3.00		\$249.96
(P07) Sr. Project Manager	\$80.06		3.00		\$240.18
(P06) Sr. Project Engineer / Planner / Environmentalist	\$62.50		3.00		\$187.50
(P05) Project Engineer / Planner / Environmentalist	\$56.10		3.00		\$168.30
(P04) Sr. Engineer / Planner / Environmentalist	\$49.30		3.00		\$147.90
(P03) Assistant Engineer / Planner / Environmentalist	\$40.22		3.00		\$120.66
(P02-P01) Jr. Engineer / Planner / Environmentalist	\$33.32		3.00		\$99.96
(T05) Technician Supervisor	\$47.50		3.00		\$142.50
(T04) Sr. Technician	\$35.20		3.00		\$105.60
(T03) Technician	\$33.80		3.00		\$101.40
(T02-T01) Assistant Technician	\$24.84		3.00		\$74.52
(I04) Resident Inspector	\$52.32		3.00		\$156.96
(I03) Sr. Inspector	\$46.00		3.00		\$138.00
(I02-I01) Inspector	\$37.90		3.00		\$113.70
Support Staff	\$23.82		3.00		\$71.46

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 94.35%

FRINGE = 78.37%

OPERATING MARGIN = 10.00%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X

OPERATING MARGIN)) / 1

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Airport Design Consultants, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.65		
Project Manager/ QA Engineer	\$90.00		2.65		\$238.50
Senior Planner/Engineer	\$80.00		2.65		\$212.00
Project Planner/Engineer	\$60.00		2.65		\$159.00
Planner/Engineer	\$40.00		2.65		\$106.00
Senior Technician	\$45.00		2.65		\$119.25
Technician	\$35.00		2.65		\$92.75

Multiplier of 2.65 is calculated as follows:

OVERHEAD = 97.80%

FRINGE = 42.67%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Burns & McDonnell Engineering Company, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$81.10		3.00	=	\$243.30
Senior Project Manager	\$70.56		3.00	=	\$211.68
Project Manager	\$53.52		3.00	=	\$160.56
Senior Civil Engineer	\$64.23		3.00	=	\$192.69
Civil Engineer	\$38.40		3.00	=	\$115.20
Senior Structural Engineer	\$61.61		3.00	=	\$184.83
Structural Engineer	\$38.44		3.00	=	\$115.32
Senior Mechanical Engineer	\$62.92		3.00	=	\$188.76
Mechanical Engineer	\$40.23		3.00	=	\$120.69
Senior Electrical Engineer	\$61.55		3.00	=	\$184.65
Electrical Engineer	\$44.66		3.00	=	\$133.98
Senior Environmental Engineer	\$64.15		3.00	=	\$192.45
Environmental Engineer	\$38.69		3.00	=	\$116.07
Senior Architect	\$60.25		3.00	=	\$180.75
Architect	\$33.09		3.00	=	\$99.27
CAD	\$34.31		3.00	=	\$102.93
Assistant	\$22.16		3.00	=	\$66.48

Multiplier of 3.00 is calculated as follows:

OVERHEAD =114.00%

FRINGE =59.00%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Cartaya and Associates Architects, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$53.80		2.92		\$157.10
Sr. Project Manager/Sr. Project Architect	\$75.00		2.92		\$219.00
Project Manager/Architect	\$57.69		2.92		\$168.45
Field Representative	\$50.00		2.92		\$146.00
BIM Manager	\$31.25		2.92		\$91.25
Drafter	\$29.57		2.92		\$86.34
Administrative Assistant	\$25.00		2.92		\$73.00

Multiplier of 2.92 is calculated as follows:

OVERHEAD = 112.07%

FRINGE = 53.75%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Falcon Imagery, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR) FLAT RATE
			1.00		
Senior Technical Project Manager	\$120.00		1.0		\$120.00

Multiplier of N/A is calculated as follows:

OVERHEAD = N/A

FRINGE = N/A

OPERATING MARGIN = N/A

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson Inc.  
 Subconsultant Name: Gresham Smith

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			(2.82)		
Project Executive	\$105.00		2.82		\$296.10
Principal	\$90.00		2.82		\$253.80
Sr. Project Manager	\$85.00		2.82		\$239.70
Project Manager	\$70.00		2.82		\$197.40
Assistant Project Mgr	\$50.00		2.82		\$141.00
Architect V	\$90.00		2.82		\$253.80
Architect IV	\$75.00		2.82		\$211.50
Architect III	\$60.00		2.82		\$169.20
Architect II	\$45.00		2.82		\$126.90
Architect I	\$35.00		2.82		\$98.70
BIM Manager	\$60.00		2.82		\$169.20
BIM Technician III	\$50.00		2.82		\$141.00
BIM Technician II	\$40.00		2.82		\$112.80
BIM Technician I	\$30.00		2.82		\$84.60
Interior Designer III	\$60.00		2.82		\$169.20
Interior Designer II	\$45.00		2.82		\$126.90
Interior Designer I	\$35.00		2.82		\$98.70
Engineer V	\$99.29		2.82		\$279.99
Engineer IV	\$80.00		2.82		\$225.60
Engineer III	\$60.00		2.82		\$169.20
Engineer II	\$45.00		2.82		\$126.90
Engineer I	\$30.00		2.82		\$84.60
Environmental Professional III	\$80.00		2.82		\$225.60
Environmental Professional II	\$65.00		2.82		\$183.30
Environmental Professional I	\$50.00		2.82		\$141.00

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			(2.82)		
Resident Project Representative III	\$70.00		2.82		\$197.40
Resident Project Representative II	\$60.00		2.82		\$169.20
Resident Project Representative I	\$50.00		2.82		\$141.00
Sr. Document Control Specialist	\$45.00		2.82		\$126.90
Document Control Specialist	\$35.00		2.82		\$98.70
Sr. Administrative Assistant	\$40.00		2.82		\$112.80
Administrative Assistant	\$30.00		2.82		\$84.60

Multiplier of 2.82 is calculated as follows:

OVERHEAD = 112.80%

FRINGE =44.00%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: HBC Engineering Company

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER*	=	MAXIMUM BILLING RATE (\$/HR)
			3.0		
Principal Engineer	\$76.95		3.0		\$230.85
Project Manager 3	\$75.00		3.0		\$225.00
Project Manager 1	\$62.50		3.0		\$187.50
Engineer 1	\$40.87		3.0		\$122.61
Senior Engineer 2	\$52.88		3.0		\$158.64
Senior Designer	\$64.90		3.0		\$194.70
Engineer 2	\$62.50		3.0		\$187.50
Project Manager 2	\$64.90		3.0		\$194.70
Engineering Intern	\$44.71		3.0		\$134.13
Transportation Data Scientist	\$36.06		3.0		\$108.18
Senior Electrical Engineer	\$57.69		3.0		\$173.07
Electrical Engineer	\$40.87		3.0		\$122.61
Engineering Technician	\$51.40		3.0		\$154.20
Senior Engineer 1	\$62.98		3.0		\$188.94
Contract Coordinator	\$27.25		3.0		\$81.75
Graphic Designer	\$27.40		3.0		\$82.20
Community Outreach Spec.	\$28.85		3.0		\$86.55
Secretary/Clerical	\$27.88		3.0		\$83.64
Utility Coordinator	\$40.87		3.0		\$122.61
CEI Senior ITS Inspector	\$38.48		3.0		\$115.44
CEI Inspector	\$40.71		3.0		\$122.13
Mechanical Engineer	\$38.69		3.0		\$116.07
CEI Senior Inspector	\$52.88		3.0		\$158.64
CEI Project Engineer	\$57.69		3.0		\$173.07
CEI Senior Project Engineer	\$55.29		3.0		\$165.87

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 124.75%

FRINGE = 48.00%

OPERATING MARGIN = 10%

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

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**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Jacobsen/Daniels Associates, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Vice President	\$111.31		2.31		\$257.12
Director	\$83.29		2.31		\$192.39
Managing Consultant	\$71.56		2.31		\$165.30
Senior Consultant	\$48.46		2.31		\$111.94
Consultant	\$38.37		2.31		\$88.63
Analyst	\$33.12		2.31		\$76.50
Project Assistant	\$26.25		2.31		\$60.63

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 110%  
 FRINGE = 10.00%  
 OPERATING MARGIN = 10.00%  
 MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

**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: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Landrum & Brown, Incorporated

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER*	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Advising Officer	\$100.00		3.00		\$300.00
Managing Officer	\$100.00		3.00		\$300.00
Associate Vice President	\$93.33		3.00		\$279.99
Senior Managing Consultant	\$93.33		3.00		\$279.99
Managing Consultant	\$81.71		3.00		\$245.13
Senior Consultant	\$57.94		3.00		\$173.82
Consultant	\$37.14		3.00		\$111.42
Analyst	\$35.65		3.00		\$106.95
Project Administrator	\$44.57		3.00		\$133.71
Administrative Assistant	\$24.76		3.00		\$74.28

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 128.10%

FRINGE = 44.63%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Merchant Aviation, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal-Program Director	\$100.00		3.00		\$300.00
V.P Terminal Planner	\$100.00		3.00		\$300.00
Sr. Airside Planner	\$88.31		3.00		\$264.93
Sr. Terminal Architect	\$88.31		3.00		\$264.93
Sr. Terminal Planner	\$93.25		3.00		\$279.75
Aviation Planner	\$44.16		3.00		\$132.48
CAD Operator	\$38.64		3.00		\$115.92
Contract Administrator	\$38.64		3.00		\$115.92

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 131.25%

FRINGE = 41.52%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: Planning Technology, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$60.68		2.31		\$140.17
Project Manager	\$54.81		2.31		\$126.61
Sr Specialist/Programmer	\$48.04		2.31		\$110.97
Specialist/Programmer	\$41.31		2.31		\$95.42
Computer Designer	\$27.41		2.31		\$63.31

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%  
 FRINGE = 10.00%  
 OPERATING MARGIN = 10.00%  
 MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

**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 Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland-Johnson, Inc.  
 Subconsultant Name: RS & H, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.94		
Regional Director VP (X05)	\$88.87		2.94		\$261.27
Project Officer (X05)	\$84.64		2.94		\$248.84
Project Director VP (X05)	\$74.06		2.94		\$217.73
Senior Project Manager EV (E05)	\$89.86		2.94		\$264.18
Project Manager (E04)	\$74.06		2.94		\$217.73
Engineer V (E05)	\$89.86		2.94		\$264.18
Engineer IV (E04)	\$74.06		2.94		\$217.73
Engineer III (E03)	\$60.31		2.94		\$177.31
Engineer II (E02)	\$50.78		2.94		\$149.29
Engineer I (E01)	\$37.03		2.94		\$108.86
Architect V (A05)	\$87.81		2.94		\$258.16
Architect IV (A04)	\$62.42		2.94		\$183.51
Architect III (A03)	\$51.84		2.94		\$152.40
Architect II (A02)	\$42.32		2.94		\$124.42
Architect I (A01)	\$33.85		2.94		\$99.51
Planner V (Q05)	\$71.94		2.94		\$211.50
Planner IV (Q04)	\$65.60		2.94		\$192.86
Planner III (Q03)	\$58.19		2.94		\$171.07
Planner II (Q02)	\$34.91		2.94		\$102.63
Planner I (Q01)	\$29.62		2.94		\$87.08
Tech/Designer V (T05)	\$65.60		2.94		\$192.86
Tech/Designer IV (T04)	\$46.55		2.94		\$136.85
Tech/Designer III (T03)	\$42.32		2.94		\$124.42
Tech/Designer II (T02)	\$32.80		2.94		\$96.43
Tech/Designer I (T01)	\$24.34		2.94		\$71.55

Environmental Specialist V (E14)	\$69.83		2.94		\$205.30
Environmental Specialist IV (E13)	\$65.60		2.94		\$192.86
Environmental Specialist III (E12)	\$45.49		2.94		\$133.74
Environmental Specialist II (E11)	\$34.91		2.94		\$102.63
Environmental Specialist I (E10)	\$28.57		2.94		\$83.99
Administrative Assistant IV (O63)	\$33.85		2.94		\$99.51
Administrative Assistant III (O62)	\$31.74		2.94		\$93.31
Administrative Assistant II (O61)	\$30.68		2.94		\$90.19
Administrative Assistant I (O60)	\$21.16		2.94		\$62.21
Interior Designer V (I95)	\$55.01		2.94		\$161.72
Interior Designer IV (I94)	\$35.98		2.94		\$105.78
Interior Designer III (I93)	\$34.91		2.94		\$102.63
Interior Designer II (I92)	\$24.34		2.94		\$71.55
Interior Designer I (I91)	\$21.16		2.94		\$62.21
Document Coordinator IV (M63)	\$33.85		2.94		\$99.51
Document Coordinator III (M62)	\$31.74		2.94		\$93.31
Document Coordinator II (M61)	\$30.68		2.94		\$90.19
Document Coordinator I (M60)	\$24.34		2.94		\$71.55
Landscape Architect V (P05)	\$65.60		2.94		\$192.86
Landscape Architect IV (P04)	\$45.49		2.94		\$133.74
Landscape Architect III (P03)	\$39.14		2.94		\$115.07
Landscape Architect II (P02)	\$28.57		2.94		\$83.99
Landscape Architect I (P01)	\$23.28		2.94		\$68.44
IT Specialist IV (O12)	\$44.44		2.94		\$130.65
IT Specialist III (O11)	\$43.37		2.94		\$127.50
IT Specialist II (S02)	\$32.80		2.94		\$96.43
Financial Specialist V (Q05)	\$73.01		2.94		\$214.64
Accounting Specialist III (S74)	\$32.80		2.94		\$96.43
Accounting Specialist II (S73)	\$26.45		2.94		\$77.76

Multiplier of 2.95 is calculated as follows:

OVERHEAD = 111.34%

FRINGE = 55.59%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2120792P1  
 Project Title: Consultant Services for Aviation Planning and Advisory Services  
 Consultant: McFarland Johnson Ross & Baruzzini, Inc.  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.78		
Senior Project Principal	\$107.90		2.78		\$299.96
Project Principal	\$105.00		2.78		\$291.90
Principal Consultant	\$94.00		2.78		\$261.32
Sr Consultant	\$85.00		2.78		\$236.30
Sr Design Consultant	\$81.00		2.78		\$225.18
Senior Project Manager	\$74.00		2.78		\$205.72
Senior Engineer	\$72.00		2.78		\$200.16
Design Consultant	\$55.00		2.78		\$152.90
Engineer	\$55.00		2.78		\$152.90
Designer	\$35.00		2.78		\$97.30
Technician	\$28.00		2.78		\$77.84
Project Coordinator	\$25.00		2.78		\$69.50

Multiplier of 2.78 is calculated as follows:

OVERHEAD = 152.30%

FRINGE = N/A

OPERATING MARGIN = 10.00%

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

**AMENDED EXHIBIT B  
MAXIMUM BILLING RATES**

Project No:        Project Number  
Project Title:     Project Title  
Consultant:       Name  
Subconsultant:

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

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

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

**[DELETE IF NOT APPLICABLE]**

**Notes:**

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

**Consultant**

\_\_\_\_\_  
Name/Title

**Date:** \_\_\_\_\_

**County**

\_\_\_\_\_  
Contract Administrator

**Date:** \_\_\_\_\_

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

<b>Reimbursable</b>	<b>Maximum Reimbursable</b>
<b>Total Maximum Reimbursables:</b>	

## EXHIBIT C MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements for Aviation Planning and Advisory Consultant Services,**  
The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <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	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	<b>\$1 mil non-airside</b> <b>\$5 mil airside</b>	<b>\$1 mil non-airside</b> <b>\$5 mil airside</b>
	Personal Injury		
<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	Bodily Injury (each person)		Broward County reserves the right to review and reevaluate any insurance requirements at the time of contract renewal, and limit to all limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	<b>\$300 k non airside</b> <b>\$5 mil airside</b>	
<input checked="" type="checkbox"/> <b>POLLUTION &amp; ENVIRONMENTAL LIABILITY ***IF APPLICABLE</b>	<b>Max Ded</b>	<b>\$2mil</b>	<b>\$2 mil</b>
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	<b>\$500K</b>
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	<b>Max. Ded. \$10,000.00</b>		<b>\$ 2 mil</b>
<input checked="" type="checkbox"/> <b>CYBER COVERAGE</b> <b>Software E&amp;O</b>  *if creating, maintaining or repairing software or working on our software or otherwise utilizing the Airport internet to provide their services.	Maximum Deductible	\$ 10K	Replacement Cost
	Each Claim	Vendor Responsible for Deductible wind peril not to exceed 5% of project value	
<b>Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.</b>			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured: Broward County.</b> Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. <b>CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.</b> Indicate bid number, RLI, RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

**CANCELLATION:** Thirty (30) Day written notice of cancellation required to the Certificate Holder:

**Name & Address of Certificate Holder**  
 Broward County  
 2200 SW 45<sup>th</sup> Street, Suite 101  
 Fort Lauderdale, FL 33301  
 RE: Planning

  
 Digitally signed by Tracy Meyer  
 DN: dc=local, dc=fl-airport, ou=FLLUSERS, cn=Tracy Meyer  
 Date: 2019.12.03 11:06:29  
 Risk Insurance and Contracts Manager  
 Date Issued 7/24/14

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI

**EXHIBIT D**  
**WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_

---

This Work Authorization is between Broward County and \_\_\_\_\_ (“Consultant”) pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:** [DESCRIBE IN DETAIL]

**[COMPOSE SIMPLE SUMMARY]**

See Exhibit A for additional detail.

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed in the amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_\_) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

---

**County**

Project Manager	Date	Contract Administrator	Date
Approved as to form	Date	Board or Designee	Date
Assistant County Attorney			

**Consultant**

	Signed	Date
Attest	Typed Name	
	Title	

**EXHIBIT E**  
**LETTERS OF INTENT AND SCHEDULE OF SUBCONSULTANTS**

**Letters of Intent (DBEs)**



PNC2120792P1

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**  
(Form to be completed and signed for each DBE/ACDBE firm)

<b>Solicitation Number:</b> PNC2120792P1	<b>Project Title:</b> Consultant Services for Aviation Planning & Advisory Services
---	--

**Bidder/Offeror Name:** McFarland-Johnson, Inc.

Address: 49 Court St., STE 240 City: Binghamton State: NY Zip: 13901

Authorized Representative: Chad G. Nixon Phone: 607-723-9421

**DBE/ACDBE Subcontractor/Supplier Name:** Airport Design Consultants, Inc.

Check one: Address: 6031 University Blvd. Suite 330

DBE  City: Ellicott City State: MD Zip: 21043 Phone: 410-465-9600

ACDBE  Authorized Representative: Mahesh S. Kukata

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Airside and Landside Planning Support	541330	2%	2%

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

**Bidder/Offeror Authorized Representative**

[Signature] President 12/11/2020  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] Vice President 12/17/2020  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer 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.*

*DBE ACDBE Letter of Intent - Rev. January 2013*

Broward County Board of  
County Commissioners

PNC2120792P1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

<b>Solicitation Number:</b> PNC2120792P1	<b>Project Title:</b> Consultant Services for Aviation Planning & Advisory Services
---	--

**Bidder/Offeror Name:** McFarland-Johnson, Inc.  
**Address:** 49 Court St., STE 240 **City:** Binghamton **State:** NY **Zip:** 13901  
**Authorized Representative:** Chad G. Nixon **Phone:** 607-723-9421  
**DBE/ACDBE Subcontractor/Supplier Name:** Carlaya & Associates Architects, PA  
**Check one:**  **Address:** 2400 E. Commercial Blvd., STE 201  
**DBE**  **City:** Fort Lauderdale **State:** FL **Zip:** 33308 **Phone:** 954-771-2724  
**ACDBE**  **Authorized Representative:** Maio M. Caraya

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Architecture	541310	1%	1%

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

**Bidder/Offeror Authorized Representative**

[Signature] President  
 (Signature) (Title) 12/11/2020  
(Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] President  
 (Signature) (Title) 12/16/020  
(Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer 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.*

DBE ACDBE Letter of Intent - Rev. January 2013



PNC2120792P1

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

<b>Solicitation Number:</b> PNC2120792P1	<b>Project Title:</b> Consultant Services for Aviation Planning & Advisory Services
---	--

**Bidder/Offeror Name:** McFarland-Johnson, Inc.

**Address:** 49 Court St., STE 240 **City:** Binghamton **State:** NY **Zip:** 13901

**Authorized Representative:** Chad G. Nixon **Phone:** 607-723-9421

**DBE/ACDBE Subcontractor/Supplier Name:** Jacobsen/Daniels Associates, LLC

**Check one:**  **Address:** 121 Pearl Street

**DBE**  **City:** Ypsilanti **State:** MI **Zip:** 48197 **Phone:** 734-961-3200

**ACDBE**  **Authorized Representative:** Kurt Schwager

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Airside, Landside & Master Planning Support	541330	6%	6%

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

**Bidder/Offeror Authorized Representative**

[Signature] **President** **12/11/2020**  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] **Vice President** **12/16/20**  
(Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer 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.*

DBE ACDBE Letter of Intent - Rev. January 2013



PNC2120792P1

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

<b>Solicitation Number:</b> PNC2120792P1	<b>Project Title:</b> Consultant Services for Aviation Planning & Advisory Services
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**Bidder/Offeror Name:** McFarland-Johnson, Inc.  
**Address:** 49 Court St., STE 240 **City:** Binghamton **State:** NY **Zip:** 13901  
**Authorized Representative:** Chad G. Nixon **Phone:** 607-723-9421  
**DBE/ACDBE Subcontractor/Supplier Name:** HBC Engineering Company  
**Check one:**  **Address:** 8935 NW 35th Lane Suite 201  
**DBE**  **City:** Doral **State:** FL **Zip:** 33172 **Phone:** 305-232-7932  
**ACDBE**  **Authorized Representative:** \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Airside and Landside Planning Support	541330	1%	1%

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

**Bidder/Offeror Authorized Representative**

\_\_\_\_\_  
 (Signature) President 12/11/2020  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

\_\_\_\_\_  
 (Signature) President 12/25/2020  
(Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer 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.*

DBE ACDBE Letter of Intent - Rev. January 2013

### Schedule of Subconsultants

Project No: PNC2120792P1  
Project Title: Consultant Services for Aviation Planning and Advisory Services

Firm Name and Address	Discipline
1. Airport Design Consultants, Inc. 6031 University Blvd, STE 330 Ellicott City, MD 21043 (DBE)	<ul style="list-style-type: none"> <li>• General Airside Planning Support</li> <li>• General Landside Planning Support</li> </ul>
2. Burns & McDonnell 801 Brickell Ave, STE 938 Miami, FL 33131	<ul style="list-style-type: none"> <li>• Special and Fueling Systems Planning Support</li> <li>• Strategic Advisory, Program Management and Special and Building Systems Commissioning Services to Support Implementation of FLL and HWO's Master Plan Projects</li> </ul>
3. Cartaya & Associates Architects 2300 E Commercial Blvd, Suite 201 Ft. Lauderdale, FL 33308 (DBE)	<ul style="list-style-type: none"> <li>• Architectural and Terminal Planning Support</li> </ul>
4. Falcon Imagery, LLC 4921 NW 82nd Ave Lauderhill, FL 33351	<ul style="list-style-type: none"> <li>• GIS, IT and Software Systems Support</li> </ul>
5. Gresham Smith 2 Alhambra Plaza, STE 1200 Coral Gables, FL 33134	<ul style="list-style-type: none"> <li>• Architectural and Terminal Planning Support</li> <li>• Master Plan Implementation, Strategy and Advisory Services Support</li> </ul>
6. HBC Engineering 8935 NW 35th Lane, STE 201 Doral, FL 33172 (DBE)	<ul style="list-style-type: none"> <li>• Airside and Stormwater Infrastructure Planning &amp; Estimation Support</li> <li>• Utility, Stormwater and FDOT Roadway Planning and Schematic Design Support</li> <li>• Landside and Terminal Infrastructure and Cost Estimation Support</li> </ul>
7. Jacobsen Daniels Assoc., LLC 121 Pearl Street Ypsilanti, MI 48197 (DBE)	<ul style="list-style-type: none"> <li>• Airside and Landside Planning Support</li> <li>• Master Plan Implementation and Programmatic Document Support</li> </ul>
8. Landrum & Brown, Inc. 1864 Brickell Ave #2113 Miami, FL 33129	<ul style="list-style-type: none"> <li>• Airspace &amp; Airside Planning and Demand Forecasting Support</li> <li>• Terminal Planning Support</li> <li>• Financial Planning Support</li> </ul>
9. Merchant Aviation, LLC 382 Springfield Ave, STE 411 Summit, NJ 07901	<ul style="list-style-type: none"> <li>• Terminal Program Planning/Implementation</li> <li>• Financing and Strategic Funding Support</li> </ul>

<p>10. Planning Technology, Inc. 2841 Executive Drive, STE 200 Clearwater, FL 33762</p>	<ul style="list-style-type: none"> <li>• Airspace, FAA TERPS, Obstruction Mitigation &amp; Land Use Planning Support</li> <li>• Strategic Advisory, Airspace, Approach and Land Use Planning, and FAA FDOT Agency Coordination Support</li> </ul>
<p>11. RS &amp; H, Inc. 10748 Deerwood Park Blvd S Jacksonville, FL 32256</p>	<ul style="list-style-type: none"> <li>• Airside and Airfield Planning Support</li> <li>• Landside, Facility, Roadway, and Transit Engineering/Planning Support</li> <li>• Program Management, Master Plan Implementation and Strategic Advisory Support</li> </ul>
<p>12. Ross &amp; Baruzzini 6 South Old Orchard Webster Groves, MO 63119</p>	<ul style="list-style-type: none"> <li>• Information Technology Master Planning, Security System and Threat Assessment Planning and Disaster/Emergency Preparedness Support</li> <li>• Master Plan Implementation and Advisory Support related to Security Systems, Emergency Management, Information and Business Systems</li> </ul>

## EXHIBIT F MONTHLY DBE UTILIZATION REPORT



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MONTHLY DBE UTILIZATION REPORT

Report No. \_\_\_\_\_

<b>CONTRACT#:</b>		<b>CONTRACT AMT.:</b>		<b>DATE FORM SUBMITTED:</b>	
<b>PROJECT TITLE:</b>				<b>PROJECT COMPLETION DATE:</b>	
<b>PRIME CONTRACTOR:</b>			<b>PERIOD ENDING:</b>		<b>AMT. PAID TO PRIME:</b>
<b>CONTACT PERSON:</b>			<b>TELEPHONE #:</b> ( )		<b>FAX #:</b> ( )

**SUBCONTRACTING INFORMATION  
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
<b>Total Amt. Paid to DBE Firms</b>														
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
<b>Total Amt. paid to Non-DBE Firms</b>														

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Women – W

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

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMJR 020118

## EXHIBIT G FINAL MONTHLY DBE UTILIZATION REPORT



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT FINAL DBE UTILIZATION REPORT (To be submitted with the final invoice)

Report No. \_\_\_\_\_

<b>CONTRACT#:</b>		<b>CONTRACT AMT.:</b>		<b>DATE FORM SUBMITTED:</b>	
<b>PROJECT TITLE:</b>				<b>PROJECT COMPLETION DATE:</b>	
<b>PRIME CONTRACTOR:</b>			<b>PERIOD ENDING:</b>		<b>AMT. PAID TO PRIME:</b>
<b>CONTACT PERSON:</b>			<b>TELEPHONE #:</b> ( )		<b>FAX #:</b> ( )

**SUBCONTRACTING INFORMATION**  
All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
<b>Total Amt. Paid to DBE Firms</b>																
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
<b>Total Amt. paid to Non-DBE Firms</b>																

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

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

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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*Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.*

OESBD Compliance Form DBEMJR 020113

## EXHIBIT H AIRPORT ADDITIONAL REQUIREMENTS

1. Additional Definitions:

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

b. **Aviation Department** means the Broward County Aviation Department, or any successor agency.

c. **Director of Aviation** means the Director or the Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

d. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

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

2. Additional Provisions:

3.5. Work Authorizations. All Services identified in **Exhibit A** and any Optional Services (defined in Article 6) to be performed under this Agreement shall be authorized through the issuance of work authorizations (“Work Authorization(s)”). Work Authorizations shall be in substantially the form of **Exhibit D** and shall be required before applicable Services may begin. Except as stated in Section 6.3 (addresses Work Authorizations for Optional Services), Work Authorizations may be executed by the Contract Administrator.

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

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

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

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

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

(b) With respect to any maximum not-to-exceed service item, if additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an amendment to the Work Authorization signed by the Contract Administrator and Consultant, subject to the maximum amount established pursuant to this Agreement. Amendments to Work Authorizations for Optional Services must be executed in accordance with Section 6.3. If County does not approve an increase in the amount of a Work Authorization, and the need for such increased cost is not the fault of Consultant, the dispute shall be addressed in accordance with Section 6.4.

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

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

...

#### 11.31 Additional Requirements.

11.31.1 Additional Projects/Timing. Consultant acknowledges that (1) the Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, Consultant agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation

and scheduling of any other project. The Parties acknowledge that, due to the nature and complexity of the Project, the Project schedule may require revision based upon subsequent circumstances. Therefore, the Project schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the Project schedule.

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

11.31.3 County-Provided Information. In order to avoid a duplication of effort or expense, Consultant agrees to utilize any County-provided information, including, but not limited to, plans, specifications, information, data, reports, or analyses that may be prepared or generated by other consultants retained by County that may be required in connection with Consultant’s Services hereunder, subject to Consultant’s independent review and revalidation, if necessary. Consultant shall perform due diligence in connection with the use of such information. Consultant may review public records relevant to the Services and request to review other information pertinent to the Project. County, in making information and documents available to Consultant, does not certify the accuracy or completeness of such data. Any conclusions or assumptions drawn thereof by Consultant shall be the sole responsibility of Consultant and subject to verification by Consultant.

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

11.31.5 Other Consultants. County shall have the right, at any time and in its sole discretion, to submit for review to other consultants engaged by the County any or all parts of the work performed by the Consultant, and the Consultant shall cooperate fully in such review.

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

11.31.7 Additional Conflict Provisions. Consultant, its Subconsultants, and the subsidiaries, officers, and personnel of Consultant and its Subconsultants shall not acquire any interest in any parcel of land or improvement thereon located within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update.

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

11.31.8 Prohibited Interests. If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during their tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant agrees to insert the foregoing sentence in any agreements between Consultant and Subconsultants engaged to provide Services pursuant to this Agreement. If any such present or former member, officer, or employee has such an interest, and if such interest as set forth above is immediately disclosed to County, County, with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by County relating to such Agreement.

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

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

11.31.11 Nondiscrimination. Neither Party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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

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

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

compensate its employees, agents, representatives, contractors, and Subconsultants for time spent completing the emergency response training.

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

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

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

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

(b) has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

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

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

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

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

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

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

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

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

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

- (a) County may, by written notice, terminate this Agreement, in whole or in part, at any time, either for County's convenience or because of failure to fulfill the Agreement obligations. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in process, must be delivered to County.
- (b) If the termination is for the convenience of County, an equitable adjustment in the Agreement price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services.
- (c) If the termination is due to failure to fulfill Consultant's obligations, County may take over the work and prosecute the same to completion by

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

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

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

11.31.20 Suspension and Debarment Requirements for All Agreements Over \$25,000 (and for all Agreements for Auditing Services Regardless of the Amount). Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts with Subconsultants. Where Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

11.31.21 Restrictions on Lobbying. Consultant agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence any officer or employees of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have been paid by Consultant to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Consultant agrees to insert the foregoing provisions in any agreements between Consultant and its Subconsultants engaged to provide Services pursuant to this Agreement and all Subconsultants shall certify and disclose accordingly.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

## ATTACHMENT I – NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

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

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

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);

b. 49 C.F.R. Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## ATTACHMENT II – SECURITY REQUIREMENTS – AVIATION DEPARTMENT

### Airport Security Program and Aviation Regulations.

Consultant shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Consultant shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that Subconsultant, employees, invitees, and guests of Consultant observe these requirements. If required by the Aviation Department, Consultant shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant, its Subconsultants, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Consultant shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant fails to remedy any such deficiency, County may do so at the sole cost and expense of Consultant. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

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

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

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

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

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## ATTACHMENT III - BROWARD COUNTY AVIATION DEPARTMENT ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

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

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. **Prior to commencing work under any Contract, the Contractor/Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:

<http://www.broward.org/Airport/Business/Pages/BIMStandard.aspx>

### 1) General Requirements:

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

## 2) Software Formats:

### CAD Format

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

### GIS Format

- a) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- b) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.
- c) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- d) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Contractor's/Contractor's written explanation.

### Additional Deliverable Requirements

- a) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.

- b) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (E) (1) below, "Non-Graphical Format," for additional requirements for non- geospatial databases.
- c) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.
- d) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:
- e) North American Datum (NAD) 83, HARN, US Survey Feet State Plane Coordinate System, Florida East Zone North American Vertical Datum (NAVD) 88, US Survey Feet

**3) Standards:**

- a) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- b) CAD files should be named as described in BCAD's CAD Standard.
- c) Layering:
  - i) CAD layers must be named according to BCAD's CAD Standard.
  - ii) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written BCAD approval.
  - iii) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- d) Attribute Definitions:
  - i) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
  - ii) CAD data shall be attributed following Section 4.2, "Object Data", of the BCAD CAD

Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

e) Conformance:

- i) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD's Contract Administrator.
- ii) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
- iii) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

**4) Digital Photography:**

- a) Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.
- b) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).
- c) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

**5) Non-Graphic Format:**

- a) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- b) ADA Compliance. As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, et seq., and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.

- i) If requested by BCAD, The Contractor shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including, but not limited to, flil.net.
- ii) The ADA Files may include, but are not limited to, contracts, flyers, reports, or newsletters.
- iii) County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
- iv) If Contractor is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

**6) Delivery Media and Format:**

- a) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- b) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- c) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor and certified as per submittal requirements in Section (H)(2)(c) below.
- d) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- e) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
  - i) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request for Proposal (RFP) or Request for Letters of Interest (RLI) number.
  - ii) The Facility Name (e.g., "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").
  - iii) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
  - iv) The sequence number and total number of physical media if more than once is

required to provide the electronic data being delivered.

- v) Special requirements for Sensitive Security Information (SSI):
  - (1) SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
  - (2) The following text must appear on either, (a) the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520. *WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.*
- f) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
  - i) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
  - ii) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
  - iii) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
  - iv) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.
  - v) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

- vi) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- vii) Do not bind or explode any drawing references such as blocks and XREFs.
- viii) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

**7) Drawing Development Documentation:**

- a) Provide the following information for each finished drawing:
  - i) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
  - ii) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.)
  - iii) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
  - iv) Layer assignments and lock settings.
  - v) Text fonts, line styles\types used, and GIS layer file settings.
  - vi) Any additional information per FAA ACs and BCAD standards.

**8) Submittal:**

- a) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Contractor will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).
- b) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
  - i) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.

- ii) Brief instructions for transferring the files from the media.
- iii) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
- iv) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
  - (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
  - (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
  - (3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
  - (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
  - (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
  - (6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
  - (7) Provide the following information for each finished drawing in a PDF document:
    - (a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
    - (b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
    - (c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.

(d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.

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

**9) Ownership:**

- a) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including, but not limited to, reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.
- b) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
- c) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- d) 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.

**10) BCAD-Furnished Materials to the Consultant/Contractor:**

- a) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:
  - (1) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
  - (2) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
  - (3) BCAD will supply Contractor with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

**11) Other Digital Information:**

- a) A variety of digital information may be generated by participants in the design process including BCAD, Contractor, subconsultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team

members.

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

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## EXHIBIT I ETS SECURITY REQUIREMENTS

### Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Aviation Planning and Advisory Consultant Services
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#### Definitions.

“Agreement” means the written contract executed between Contractor and County, if any; the terms and conditions stated in the applicable competitive solicitation, if no mutually executed contract; or, if none of the above, the applicable purchase order issued by County.

“Contractor” means the vendor providing the goods or services pursuant to the Agreement.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the

Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;

- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to

- the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
  - (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
  - (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
  - (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
  - (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [http://www.broward.org/Purchasing/Pages/StandardTerms\\_copy\(1\).aspx](http://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.