



**AGREEMENT BETWEEN BROWARD COUNTY AND MEAD AND HUNT, INC.
FOR CONSULTANT SERVICES FOR AIR SERVICES (RFP# GEN2122676P1)**

This Agreement Between Broward County and Mead and Hunt, Inc. for Consultant Services for Air Services ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Mead and Hunt, Inc., a Wisconsin 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 Airport (hereinafter defined), located in Broward County, Florida.

B. County conducted a competitive solicitation ("RFP") seeking proposals from qualified and experienced vendors to provide the Services (hereinafter defined), with a goal of awarding agreements to two (2) vendors.

C. Consultant and another vendor, Merchant Aviation, LLC, submitted proposals to the RFP, and Consultant and Merchant Aviation, LLC, received the two (2) highest rankings during the RFP process.

D. Consultant acknowledges that County will be entering into this Agreement and will also be entering into a separate agreement with Merchant Aviation, LLC, 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, as it determines in its discretion, to either Consultant or Merchant Aviation, LLC (by separate agreement), based on 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 **Airport** means Fort Lauderdale-Hollywood International Airport ("FLL"), 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.

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

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

- 1.4 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.5 **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.
- 1.6 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.7 **Director of Aviation** means the Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.
- 1.8 **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.
- 1.9 **Master Plan Update** means the then current Master Plan Update for the Airport, as it may be amended from time to time.
- 1.10 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.11 **Project** means consultant services for air services at the Airport.
- 1.12 **Purchasing Director** means County's Director of Purchasing.
- 1.13 **Services** means the work set forth in **Exhibit A**, Scope of Services procured under this Agreement.
- 1.14 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	CBE Subconsultant Schedule and Letter of Intent
Exhibit F	Monthly CBE Utilization Report
Exhibit G	Final Monthly CBE Utilization Report
Exhibit H	Nondiscrimination and Other Federal Requirements
Exhibit I	Security Requirements
Exhibit J	Broward County Aviation Department Media Submittal Requirements

ARTICLE 3. SCOPE OF SERVICES

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

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 3.5. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.2, 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 Services related to the Project, and additional negotiations may be required for additional services. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for the Project from any other source.

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

3.5 All Services identified in **Exhibit A** 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. All Work Authorizations for the Services identified in **Exhibit A**, may be executed by the Contract Administrator for which the total cost to County is up to the maximum not-to-exceed amount in Section 5.1.2.

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.

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 the 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 by 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 Services must be executed in accordance with this section. 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 6.2.

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.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 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. Consultant shall perform the Services within the time

periods specified in the applicable Work Authorization(s). Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Extensions. County may renew this Agreement for up to two (2) additional one (1) year terms 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 Consultant must receive a fully executed Worth Authorization and Notice to Proceed from the Contract Administrator prior to commencement of the applicable Services under this Agreement.

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

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

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

5.1.1 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 all Services identified in **Exhibit A** and authorized by Work Authorization under this Agreement, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000.00).

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 the Agreement.

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

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

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

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

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

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

5.2.6 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, Consultant and any of its Subconsultants may alternatively propose to use hourly rates for Consultant and Subconsultants, which will be negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which may not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth in **Exhibit B**, attached hereto.

5.2.7 After the effective date of this Agreement, for all fiscal year periods of Consultant in which Paycheck Protection Program ("PPP") funds are received, such amounts must be disclosed in the audited statements. For all fiscal year periods of Consultant 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 such 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's or Subconsultant's fiscal year in which it received PPP loan forgiveness, Consultant or Subconsultant (through Consultant) must submit a copy of their FAR audit within thirty (30) calendar days after final FAR audit, along with an amended **Exhibit B**. Following review and approval by the Contract Administrator, amended **Exhibit B** rates will be effective and applied to subsequently issued 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. Upon receipt by the Contract Administrator of an amended **Exhibit B** supported by an accurate and complete FAR audit for such period, the rates shown in **Exhibit B** shall be appropriately adjusted to reflect the rates of the Consultant without regard to any forgiveness of PPP funds. Multipliers may only be adjusted based

on PPP loan forgiveness as described in this section. If the Safe Harbor rate or hourly rates pursuant to Section 5.2.6 is elected, no additional action regarding PPP loan forgiveness is required or permitted.

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 expenses of Subconsultant 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.

5.5.4 Payment will be made to Consultant at the following address: 2011 Commerce Drive, Suite D103, Peachtree, Georgia 30269.

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

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

5.8 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract

Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment.

6.2 If 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 Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

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

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

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

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

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

7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

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

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

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

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

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

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

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

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 fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

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

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

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

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

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

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

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

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a

lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

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

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

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE 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 By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the

ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

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

10.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in **Exhibit E** (or a CBE firm substituted for a listed firm, if permitted) for eight percent (8%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in **Exhibit E** and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are

proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant

must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, NLDAVIS@BROWARD.ORG AND ALSO COPY CONTACTFLL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

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

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

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants County the right

to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

11.5 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.

11.6 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.7 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.

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

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

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

FOR COUNTY:

Broward County Administrator
Attn: Government Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@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:

Mead and Hunt, Inc.
2011 Commerce Drive, Suite D103
Peachtree City, Georgia 30269
Email address: joseph.pickering@meadhunt.com

11.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or

subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.12 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.

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

11.14 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.

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

11.16 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.

11.17 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.

11.18 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 the employee or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

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

11.21 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.

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

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

11.24 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any

claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.25 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in **Exhibit A**); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26 Payable Interest.

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

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

11.27 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam),

unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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, whether signed physically or electronically, 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 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 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.

11.32 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.

11.33 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.

11.34 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.

11.35 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.

11.36 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, Consultant shall provide the Contract Administrator with a written description of the contemplated work and in the Contract Administrator's sole discretion, the Contract Administrator shall promptly advise Consultant as to whether such work would be detrimental to the Project or in conflict therewith.

11.37 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 agreement 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 this Agreement.

11.38 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.

11.39 Civil Rights - Title VII Assurances. Consultant shall abide by and comply with the nondiscrimination requirements attached hereto and incorporated herein as **Exhibit H**, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.40 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 Subconsultants, 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.

11.41 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.

11.42 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 C.F.R. 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 Subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. 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.

11.43 Security Regulations. Consultant certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit I**.

11.44 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.

11.45 Electronic Media Submittal Requirements. Consultant must comply with the electronic media submittal requirements attached hereto and incorporated herein as **Exhibit J**.

11.46 Retention of Records. If this Project is subject to a Federal Department of Transportation grant, in addition to complying with Section 11.4 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 Services to be performed pursuant to this Agreement.

11.47 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 U.S.C. 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 C.F.R. 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;

- (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.

11.48 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.

11.49 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 agreement 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.)

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Yesenia Alfonso (Date)
Assistant County Attorney

By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
Air Services Agreement
08/04/22
80071.0096

**AGREEMENT BETWEEN BROWARD COUNTY AND MEAD AND HUNT, INC.
FOR CONSULTANT SERVICES FOR AIR SERVICES (RFP# GEN2122676P1)**

Consultant

MEAD AND HUNT, INC.

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

EXHIBIT A - SCOPE OF SERVICES

Section 1 – General

1.1. Consultant shall utilize its technical expertise to provide on-call guidance and counsel for passenger air service development and retention for the Airport.

1.2. Consultant may be requested to provide technical expertise, aid in the development of new or existing airline relationships, identify passenger air service needs, threats, and opportunities, deliver tailored air service proposals to current and prospective air carriers, prepare and deliver presentations on various air service development topics, answer questions regarding a new entrant airline(s), air service incentive, or other general air carrier inquiries.

1.3. All services provided under this Agreement are on an as-needed basis. The Aviation Department will request Consultant to provide a proposal on the specific work. Individual projects will be as requested by the Aviation Department, negotiated, and authorized by a Work Authorization. County makes no guarantees regarding the amount of work to be authorized under this Agreement.

1.4. Conflict of Interest:

1.4.1. Consultant shall disclose, on a per project (case-by-case) basis, any potential or identified conflicts, prior to proposal submittal and/or negotiations for each Work Authorization.

1.4.2. County reserves the right, in its sole discretion, to evaluate potential conflicts of interest that may, from County's perspective, present a conflict in the performance of Services. Further, County reserves the right, in its sole discretion, to render final binding decision, on the eligibility of Consultant's individual Work Authorization, in a manner that is consistent with the County's best interest.

Section 2 – Services

Services to be performed by Consultant, to the extent directed by applicable Work Authorization, may include, but are not limited to:

2.1. **Contingency/Recovery Planning:**

In the event of air service disruption caused by security matters, environmental impacts, terrorism, biohazards, etc., Consultant shall develop short and long-term strategies to:

2.1.1. Retain existing air service

2.1.2. Identify opportunities for new air service with existing carriers

2.1.3. Identify opportunities for new entrants on existing and new routes

2.1.4. Monitor airline activities and fleet orders/cancellations that would indicate a retrench or growth strategy

2.1.5. Communicate with air carriers to understand short and long term plans for recovery

2.2. Strength/Weakness/Opportunity/Threat (SWOT) Analysis:

Consultant shall provide a SWOT analysis for selected domestic and international incumbent air carriers, regarding the air carrier's current or possible future activity.

2.3. Competition Plan:

Consultant shall research competition plans for other airports and produce a plan for the Airport.

2.4. Passenger Analysis/Leakage Reports:

Consultant shall prepare comprehensive reports for general airport activity or specific route segments that provide at a minimum: airport use by community, regional distribution of travel, airline use by airport, average airfares, and assessment of air service gaps and opportunities, and other market specific information for the Aviation Department.

2.5. Brand Awareness Study/Analysis:

Consultant shall utilize appropriate current research techniques to determine the level of consumer awareness of the Greater Fort Lauderdale area and the Airport. Consultant shall use industry standards to measure awareness (i.e., surveys, social media, focus groups, etc.).

2.6. Strategic Plan:

Consultant shall complete a long-range strategic plan for developing air service, identifying specific airline routes that have the best prospects for profitable new air service, and seasonal trend analysis. The plan shall be updated annually, or as requested by the Aviation Department.

2.7. Airline Headquarters Meetings and Presentations:

Consultant shall prepare necessary data and provide presentations at airline headquarters meetings (domestic and/or international locations) with the Aviation Department staff. These meetings may include the following elements, based on Consultant's recommendations and specific airline requests:

2.7.1. Up-to-date map of the Airport's catchment area, providing specific demographics of the area including, but not limited to, population growth/decline, unemployment, and economic background information.

2.7.2. Analyze passenger traffic and revenue and average fare data to/from the Airport.

2.7.3. Provide follow-up information as desired by airline that is requested as a direct result of information provided by Consultant.

2.7.4. Provide other pertinent information not specified above that Consultant and the Aviation Department may deem necessary to complete the objectives determined for each headquarters visit.

2.8. Air Service Development Conference Meetings (domestic and/or international locations):

Air service development conference meetings may include the following tasks, based on Consultant recommendations and specific airline requests:

2.8.1. **Assist in Requesting Meetings:** Consultant shall work with the Aviation Department to develop lists, rank airline meetings requests, and request meetings directly with conference organizer(s). Consultant shall also directly contact any airlines for meetings desired, but not requested, as well as encourage airlines to schedule meetings within conference meeting times or at the request of the Aviation Department.

2.8.2. **Market Study:** Consultant shall prepare a market overview of the Airport, including Airport catchment area (with affiliated demographic data), passenger traffic data (including passengers, revenue, fares, yields, carrier shares, segments and growth details), the competitive make-up (of airlines serving the Airport and regional airports with their levels of service) and market details as required (i.e., top businesses, economic indicators, etc.).

2.8.3. **Analysis of Targeted Airline:** Consultant shall perform an analysis of the targeted airline's service using industry data to include estimates of revenue, costs, load factors, fares, profits, etc. If applicable, Consultant shall provide benchmarking data against all other airports in the airline's regional network.

2.8.4. **Route Analysis:** Consultant shall identify all routes of interest, including additional flights on existing routes, new flights to existing focus cities, and new flights to new markets.

2.8.5. **Representation:** Consultant shall work with the Aviation Department to prepare presentations and present at conference meetings.

2.9. Data and Reports:

Consultant shall proactively analyze and monitor air service, the airline environment, and the aviation industry and advise the Aviation Department of changes and developments. Areas to be covered include:

2.9.1. Airline Alliance developments

2.9.2. New entrants

2.9.3. Fleet and capacity changes/monitoring

2.9.4. Competing airport developments

2.9.5. Industry developments (i.e., bilateral agreements, mergers, new aircraft design/performance)

2.9.6. Monitoring airline financial status

2.9.7. Provide reports as requested

2.10. New Market Route Analysis:

Consultant shall work with the Aviation Department to develop a business case for new air service. Consultant shall work with the Aviation Department to understand the travel patterns and business needs of the community and update those members on the importance of improved air service and its positive economic impact on the region.

2.11. Aircraft Range and Performance Analysis:

Consultant shall provide detailed aircraft range and performance analysis based on new and existing aircraft utilizing the Airport's most restrictive runway configuration and obstruction data. Analysis may include maximum range at various payloads.

2.12. Economic Impact of Domestic and International Service:

Consultant shall provide an analysis of the economic impact of the addition of one domestic or international flight. Analysis should include direct, indirect, and induced/multiplier data.

2.13. Air Cargo Analysis/Study:

Consultant shall compile an air cargo analysis of the region including commodities, volume, top export/import, country of origin/destination, primary cargo airlines, etc. Consultant shall prepare a detailed report outlining air cargo opportunities, required infrastructure, and a strategic plan to attract air cargo air carriers.

2.14. Airport Surveys:

Consultant shall prepare and administer various surveys designed to measure:

2.14.1. Detailed analysis of cruise passenger activity (i.e., destination port, method of transportation to reach the ship, percentage of passengers that go on a cruise on an annual and seasonal basis)

2.14.2. General customer satisfaction

2.14.3. Airport ambiance and cleanliness

2.14.4. Quality and satisfaction with concession offerings

2.14.5. Purpose of trip (i.e., business, leisure, cruise, etc.)

2.14.6. Resident versus visitor travel

2.15. Inquiries:

Inquiries may include, new entrant airline, air service incentive, or other general air carrier inquiries. Consultant shall prepare an appropriate response to each inquiry or provide other assistance as requested by the Aviation Department.

2.16. Other Services:

Consultant shall perform other air service development services that would enable the Airport to remain competitive with other airports in the region, attract new air service, retain existing air service, and provide a positive economic impact to County.

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

EXHIBIT B - MAXIMUM BILLING RATES

Project No: GEN2122676P1
Project Title: Consultant Services for Air Services
Consultant Name: Mead and Hunt, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)
Administrative Assistant	\$85.00
Technical Editor	\$107.00
Senior Editor	\$173.00
Senior Economist/Planner	\$210.00
Managing Director	\$235.00
Project Manager	\$255.00
Vice President	\$275.00

Notes:

Consultant has elected to use hourly rates in accordance with Section 5.2.6.

EXHIBIT B - MAXIMUM BILLING RATES (cont'd)

Project No: GEN2122676P1
Project Title: Consultant Services for Air Services
Subconsultant Name: ADG Strategy Group

TITLE	MAXIMUM HOURLY RATE (\$/HR)
Content Marketing Specialist	\$105.00
Marketing Project Director	\$135.00
Senior Strategic Director	\$165.00

Notes:

Subconsultant has elected to use hourly rates in accordance with Section 5.2.6.

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance Requirements for General Airport Consultant Services Contract

The following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE Accord 25 Form Self Insurance is not approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY ☒ Commercial General Liability ☒ Premises—Operations ☐ Explosion & Collapse Hazard ☐ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ mobile equipment ☐ Fire legal liability	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 Mil	\$1 Mil
	Personal Injury		
AUTO LIABILITY ☒ ComprehensiveForm ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto If applicable • Only applicable if driving on Airport Property (no airfield driving permitted)	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the 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	\$300k	
☐ Professional Liability	Max Ded		
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	☒ STATUTORY		
		(each accident)	500k
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. <u>INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.</u> 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
 320 Terminal Drive, Suite 200
 Fort Lauderdale, FL 33315 RE: Admin

Digitally signed by
 Tracy Meyer
 Date: 2021.04.14
 10:02:53 -04'00'
Tracy Meyer
 Aviation Department
 Risk Manager

EXHIBIT D - WORK AUTHORIZATION

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Consultant: _____

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

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

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

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

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

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

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [____]: BROWARD COUNTY, by and through its [____], as authorized pursuant to Section 3.5 of the Agreement, and [____], signing by and through its [____], duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its [_____]

By _____

____ day of _____, 20____

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

By _____

Name _____ Date _____

Senior/Assistant County Attorney

By _____

Name _____ Date _____

Senior/Assistant County Attorney

CONSULTANT

WITNESS:

[Insert Consultant Name]

(Signature)

Print Name

By _____
Authorized Signer

____ day of _____, 20____.

EXHIBIT E - CBE SUBCONSULTANT SCHEDULE AND LETTER OF INTENT



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

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

Solicitation No.: GEN2122676P1

Project Title: Consultant Services for Air Service

Bidder/Offeror Name: Mead & Hunt, Inc.

Address: 2011 Commerce Drive, Suite D103 City: Peachtree City State: GA Zip: 30269

Authorized Representative: Joseph Pickering, Vice President Phone: 678-364-9738

CBE Firm/Supplier Name: ADG Strategy Group

Address: 10776 Charleston Place City: Cooper City State: FL Zip: 33026

Authorized Representative: Shira Kastan-Goldstein Phone: 305-781-7310

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Brand Awareness/Marketing-Related Activities	541613		8 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President & CEO Date: 02/09/2022

Bidder/Offeror Authorized Representative

Signature: Joseph Pickering Digitally signed by Joseph Pickering
Date: 2022.02.09 12:40:52 -05'00' Title: Joseph Pickering Date: 02/08/2022

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

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

EXHIBIT F - MONTHLY CBE UTILIZATION REPORT



COUNTY BUSINESS ENTERPRISE (CBE) MONTHLY UTILIZATION REPORT

Report No. _____
CBE Commitment _____%

Contract #: _____ Contract Amount: _____ Amt. Paid to Prime: _____
Project Description: _____ Project Completion Date: _____ Period Ending Date: _____
Prime Contractor: _____ Contact Person: _____
Email: _____ Phone: _____ Fax: _____

SUBCONTRACTING INFORMATION

CBE Firm(s)	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid to Date
Total Amount Paid to CBE Firm(s) to Date:							\$ 0.00

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

Signature: _____ Title: _____ Date: _____

This completed form must be submitted to the Project Manager.

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

Rev.: June 2018

Compliance Form No. 005

EXHIBIT G - FINAL MONTHLY CBE UTILIZATION REPORT



COUNTY BUSINESS ENTERPRISE (CBE) FINAL MONTHLY UTILIZATION REPORT

Report No. _____

CBE Commitment ____%

Contract #: _____ Contract Amount: _____ Amt. Paid to Prime: _____

Project Description: _____ Project Completion Date: _____ Period Ending Date: _____

Prime Contractor: _____ Contact Person: _____

Email: _____ Phone: _____ Fax: _____

SUBCONTRACTING INFORMATION

CBE Firm(s)	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid to Date
Total Amount Paid to CBE Firm(s) to Date:							\$ 0.00

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

Signature: _____ Title: _____ Date: _____

This completed form must be submitted to the Project Manager.

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

EXHIBIT H - 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 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 County for transmittal to the FAA.

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

EXHIBIT I - 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 I** shall survive the expiration or any other termination of this Agreement.

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

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

Refer to BCAD GIS, CAD and BIM standards at:

<http://www.broward.org/Airport/Business/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 (4)(a) below, "Non-Graphic 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, fll.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 (8)(b)(iii) 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 (3)(c)(ii) 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.

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