



**AGREEMENT BETWEEN BROWARD COUNTY AND WOOLPERT, INC.
FOR CONSULTANT SERVICES FOR TECHNICAL SOLUTIONS
FOR ADVANCED PLANNING SERVICES
(RFP# TEC2120970P1)**

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

RECITALS

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Letters of Intent and Schedule of Subconsultants
Exhibit F	Monthly DBE Utilization Report
Exhibit G	Final Monthly DBE Utilization Report
Exhibit H	Airport Additional Requirements
Exhibit I	ETS Security Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in **Exhibit A**, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”), through the issuance of Work Authorizations as stated in **Exhibit H**.

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

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

3.4 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services.

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

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

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

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

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

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

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

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

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

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

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

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

5.2.6 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, Consultant and any of its Subconsultants who proposed to use hourly rates for Consultant and Subconsultants, were negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator, including flat rates, which may not comply with Section 5.2. Those hourly rates, if any, are set forth in the applicable **Exhibit B** attached hereto.

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

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

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

5.4 Method of Billing.

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

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

5.5 Method of Payment.

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

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

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

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

Woolpert, Inc.
4454 Idea Center Blvd.
Dayton, OH 45430
Attn: Ed Copeland

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

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

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

amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

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

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

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

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

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

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within

Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

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

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

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

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

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

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Consultant

represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

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

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

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

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

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

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

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

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

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

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

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

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND DBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its

contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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

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

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

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

10.2.5 Consultant has committed to Nine percent (9%) DBE Participation.

(1) Prior approval of OESBD must be obtained to add or change a DBE Subconsultant.

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

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

10.3 Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 are incorporated into and are a part of this Agreement, upon its award by County, and are hereby incorporated into the terms of Consultant's solicitations, subcontracts, material supply contracts, and

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2581, JCHAMBERS@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

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

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

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

allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

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

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

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

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

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

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

FOR COUNTY:

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

with a copy to:

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

FOR CONSULTANT:

Woolpert, Inc.
4454 Idea Center Blvd.
Dayton, OH 45430
Email address: tom.mochty@woolpert.com

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

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such

information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

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

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

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

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

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

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

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

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

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

11.22 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

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

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF**

VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

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

11.27 Payable Interest.

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

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

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

11.29 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2021, and WOOLPERT, INC., signing by and through its _____ Vice President _____, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2021

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

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

Digitally signed by Alexander J.
Williams, Senior Assistant County
Atty
Date: 2021.11.03 12:35:58 -04'00'

AJW/
BCF 202
10/26/2021
TEC2120970P1

**AGREEMENT BETWEEN BROWARD COUNTY AND WOOLPERT, INC. FOR CONSULTANT SERVICES FOR
TECHNICAL SOLUTIONS FOR ADVANCED PLANNING SERVICES
(RFP# TEC2120970P1)**

Consultant

WOOLPERT, INC.

ATTEST:

Oliver Brown

Digitally signed by Oliver Brown
Date: 2021.10.29 14:40:51
+04'00'

Secretary

Oliver Brown

(Typed Name of Secretary)

Eric Risner, PS,

Digitally signed by Eric Risner,
PS, IAM, PMP

By IAM, PMP

Date: 2021.10.28 14:12:58
+04'00'

President/Vice President

Eric Risner, Vice President

(Typed Name and Title)

CORPORATE SEAL

28 day of October, 2021.



OLIVER B. BROWN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

EXHIBIT A - Scope of Services

Broward County is engaging Consultant to provide services and assistance associated with Technical Solutions for Advanced Planning Services for the Fort Lauderdale-Hollywood International and North Perry Airports.

Consultant may be tasked with work from any of four categories. There is no guarantee, expressed or implied, as to the amount of work that may be authorized under the Agreement. Work Authorizations will be issued based on the best interest of the County. A detailed scope for each selected service will be developed upon direction from the Broward County Aviation Department (BCAD). A detailed fee, proposal and work schedule will be produced for each Work Authorization.

In addition, consultant may be asked to provide aviation related technical training, on call or on-site support or assist BCAD with other more general planning technologies issues that may impact Fort Lauderdale-Hollywood International and North Perry Airports but are not necessarily aviation specific.

The issuance of individual Work Authorizations will be at the discretion of the assigned BCAD Contract Administrator and solely based on the needs of the Fort Lauderdale-Hollywood International and North Perry Airports.

The Scope of Services consists of four categories: Geographical Information Systems, Dynamic Planning and Development Management, Airport Modeling Solutions, and General Airport Planning Solutions. Listed under these categories are services that cover the technical solutions services that may be requested by BCAD. The services listed below are not intended to be all inclusive of the work which may be performed.

Geographical Information Systems (GIS)

1. On Call and On-Site staff support.
2. Designing and implementing geodatabases.
3. Developing and implementing GIS Solutions.
4. Collecting non-survey grade data, such as indoor asset locations and attributes.
5. Checking and correcting geometry, topological integrity, and attribute quality.
6. Enhancing and improving addressing/ naming/ referencing of properties, buildings, rooms and assets.
7. Cataloging and organizing legacy GIS/Computer Aided Design (CAD) datasets.
8. Creating/updating, georeferencing geospatial datasets from digital and/or paper data sources, such as "as-built" and record drawings, including scanning and heads-up digitizing if needed.
9. Developing improvements in existing data maintenance/Quality Assurance (QA) workflows and associated plans.
10. Developing procedures and standards for GIS/CAD data, including setting up and

- training in the use of tools to automate QA and compliance with standards.
11. Developing geoprocessing models and Extract Transform Load (ETL) scripts.
 12. Providing general advisory services for data acquisition.
 13. Supporting GIS data exchanges with FAA's Airport GIS, including converting BCAD GISdata formats to FAA schemas and assisting with submissions.
 14. Customizing code, scripts and/or tools created will interface with existing Esri/Autodesk software licensed and maintained by Broward County. All customized code, scripts and/or tools will become the property of BCAD.
 15. Customizing code, scripts and/or tools to support and improve efficiency of complex geospatial data processes, including data maintenance, reporting, visualization, quality/performance checks and data sharing in multiple formats and across multiple systems.
 16. Developing and implementing modular, scalable, interoperable, and secured GIS Solutions.
 17. Designing and implementing desktop, web, and mobile GIS applications.
 18. Developing and implementing advanced user-friendly, modular GIS web-based portals, dashboards and reporting tools.
 19. Developing and implementing strategies and automated processes to integrate BCAD geodatabases with other BCAD data systems (i.e. PropWorks, SharePoint, Maximo, MicroPaver, ProLog, AIMS, etc.), as well as non-BCAD Broward County systems (e.g. property appraiser, building/zoning, plats, permitting, etc.).
 20. Developing and implementing GIS tools and geographic-based applications, as well as integration strategies with existing systems, that support a multiple of airport business processes.
 21. Performing usability testing to ensure custom applications developed are intuitive to end users and meet user performance goals.
 22. Gathering and documenting user requirements, functional & system specifications, user acceptance testing criteria, and system/ performance test plans.
 23. Preparing documentation in the form of metadata, process/configuration diagrams, user/administrator guides, training materials, etc.
 24. Conducting pilot studies and/or developing prototypes for proposed GIS solutions.
 25. Assisting during GIS base software upgrades (e.g. ArcGIS), such as testing and upgrading custom code in existing GIS solutions.
 26. Updating the Aviation Department's GIS Strategic Plan.
 27. Conducting GIS/CAD training for users and administrators.
 28. Reviewing and helping update portions of disaster recovery plans to ensure continuation of operations that require GIS data and applications.
 29. Other services as determined by BCAD.

Dynamic Planning and Development Management

1. Adjustable/updateable demand forecasting.
2. Automated passenger survey.
3. Automated updateable historical activity and management reporting.

4. Scenario based project phasing and capital improvement program (CIP) updates.
5. Naming convention strategies.
6. Automated facility requirements assessments based changing demand scenarios.
7. Updated environmental impact estimates based on development changes.
8. Dynamic financial modeling based on demand variations and activity levels.
9. Automated Airport Layout Plan (ALP) development updates and integration.
10. Automated economic impact updates based on changes in passenger activity and development projects.
11. Management dashboard with key planning metrics and development triggers.
12. Gate and remote parking optimization and management.
13. Predictive obstruction analyses and action plans.
14. Land development screening tools with financial impact analyses.
15. Automated terminal capacity assessments and development triggers.
16. Dynamic Exhibit A property maps and lease management.
17. Other services as determined by BCAD.

Airport Modeling Solutions

1. Obstruction identification
2. Data Analytics and Research
3. Gating Modeling
4. Performance Metrics
5. Airspace Simulation
6. Airfield Simulation
7. Landside Simulation
8. Terminal Simulation
9. Aircraft Noise Modeling
10. Other services as determined by BCAD

General Airport Planning Solutions

1. Light Detection and Ranging (LIDAR) data collection
2. Aerial photogrammetry acquisition and Planimetrics
3. Unmanned Aircraft Systems
4. Field verification and attribution
5. Building Information Modeling
6. Laser Scanning
7. Other services as determined by BCAD

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TEC2120970P1
Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
Consultant: Woolpert, Inc.
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Administrative Assistant	\$28.38		3.00		\$85.14
Architect	\$62.22		3.00		\$186.66
Asset Management Specialist	\$71.50		3.00		\$214.50
Asset Management Technician	\$33.18		3.00		\$99.54
Cartographer	\$33.17		3.00		\$99.51
Drafter/CADD	\$35.91		3.00		\$107.73
Engineering Technician	\$36.27		3.00		\$108.81
Environmental Specialist	\$50.47		3.00		\$151.41
Facility Analyst	\$72.12		3.00		\$216.36
Financial Analyst	\$29.82		3.00		\$89.46
GIS Analyst	\$33.60		3.00		\$100.80
GIS Database Developer/ Programmer	\$62.58		3.00		\$187.74
GIS Lead	\$70.24		3.00		\$210.72
Graphic Designer	\$42.19		3.00		\$126.57
Group Manager	\$87.87		3.00		\$263.61
Jr. Database Developer/Programmer	\$41.02		3.00		\$123.06
Jr. Engineer	\$32.65		3.00		\$97.95
Lidar Specialist	\$33.48		3.00		\$100.44
Photogrammetric Technician	\$30.33		3.00		\$90.99
Photogrammetrist	\$58.09		3.00		\$174.27
Pilot	\$42.92		3.00		\$128.76
Planner	\$57.72		3.00		\$173.16
Principal In Charge	\$100.00		3.00		\$300.00
Professional Surveyor	\$47.94		3.00		\$143.82
Project Manager	\$93.33		3.00		\$279.99
Sr. Architect	\$93.33		3.00		\$279.99
Sr. Asset Management Specialist	\$93.33		3.00		\$279.99
Sr. Database Developer/Programmer	\$61.27		3.00		\$183.81

Sr. Engineer	\$60.01		3.00		\$180.03
Sr. GIS Analyst	\$49.21		3.00		\$147.63
Sr. Modeling Specialist	\$93.33		3.00		\$279.99
Sr. Planner	\$77.15		3.00		\$231.45
Subject Matter Expert	\$75.27		3.00		\$225.81
Survey Crew Chief	\$32.84		3.00		\$98.52
Survey Technician	\$26.64		3.00		\$79.92
Technical Writer	\$38.45		3.00		\$115.35
UAS Specialist	\$74.77		3.00		\$224.31

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 120.54%

FRINGE = 79.46%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TEC2120970P1
 Project Title: Consultant Services in Technical Solutions for Aviation Planning Services
 Consultant: Woolpert, Inc.
 Subconsultant Name: 300 Engineering Group, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Principal	\$100.00		2.74		\$274.00
Subject Matter Expert	\$91.35		2.74		\$250.30
Project Manager	\$65.00		2.74		\$178.10
Senior Engineer	\$70.00		2.74		\$191.80
Project Engineer	\$50.00		2.74		\$137.00
Junior Engineer	\$40.00		2.74		\$109.60
BIM Specialist	\$45.00		2.74		\$123.30
Senior GIS Technician	\$38.00		2.74		\$104.12
GIS Technician	\$25.00		2.74		\$68.50
Clerical/Admin	\$35.00		2.74		\$95.90

Multiplier of 2.74 is calculated as follows:

OVERHEAD = 120.58%

FRINGE = 28.73%

OPERATING MARGIN = 10.00%

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TEC2120970P1
Project Title: Consultant Services in Technical Solutions for Aviation Planning Services
Consultant: Woolpert, Inc.
Subconsultant Name: ACAI Associates Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Architect	\$53.37		2.46		\$131.29
Designer	\$42.40		2.46		\$104.30
CADD/Computer Technician	\$47.60		2.46		\$117.10

Multiplier of 2.46 is calculated as follows:

OVERHEAD = 94.66%

FRINGE = 29.00%

OPERATING MARGIN = 10.00%

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TEC2120970P1
Project Title: Consultant Services in Technical Solutions for Aviation Planning Services
Consultant: Woolpert, Inc.
Subconsultant Name: Aclarity, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$80.00		2.31		\$184.80
Project Director	\$80.00		2.31		\$184.80
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10.00%

OPERATING MARGIN = 10.00%

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

Notes:

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TEC2120970P1
Project Title: Consultant Services in Technical Solutions for Aviation Planning Services
Consultant: Woolpert, Inc.
Subconsultant Name: CGH Technologies, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Technical Project Manager	\$93.55		2.31		\$216.10
Project Control Analyst	\$58.90		2.31		\$136.06
Subject Matter Expert I	\$91.35		2.31		\$211.02
Subject Matter Expert II	\$96.16		2.31		\$222.13
Subject Matter Expert III	\$108.18		2.31		\$249.90
Subject Matter Expert IV	\$119.00		2.31		\$274.89
Mid Software Developer	\$75.80		2.31		\$175.10
Sr. Software Developer	\$80.17		2.31		\$185.19
Sr. Systems Engineer	\$87.64		2.31		\$202.45
Sr. Solutions Architect	\$88.89		2.31		\$205.34
Sr. Financial Analyst	\$67.85		2.31		\$156.73
Sr. Modeler	\$82.12		2.31		\$189.70
Sr. Simulation Expert	\$70.36		2.31		\$162.53
Sr. System Security/ Information Assurance Analyst	\$79.44		2.31		\$183.51
Sr. Business/Financial/ Management Analyst	\$96.58		2.31		\$223.10
Sr. Technical Writer	\$63.38		2.31		\$146.41
Administrative Support	\$46.24		2.31		\$106.81

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00% OPERATING MARGIN = 10.00%

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TEC2120970P1
Project Title: Consultant Services for Aviation Planning and Advisory Services
Consultant: Woolpert, Inc.
Subconsultant Name: Faith Group, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Project Manager	\$68.27		2.31		\$157.70
SME Special Systems	\$79.33		2.31		\$183.25
Sr. Systems Designer	\$61.06		2.31		\$141.05
Sr. Security Designer	\$61.66		2.31		\$142.43
SME Safety Planning	\$78.25		2.31		\$180.76
Sr. Cyber Sec. Analyst	\$60.10		2.31		\$138.83
Sr. Network Designer	\$69.71		2.31		\$161.03
Network Designer	\$39.66		2.31		\$91.61
Systems Designer	\$47.60		2.31		\$109.96
SME Airline Systems	\$76.92		2.31		\$177.68

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

OPERATING MARGIN =
10.00%

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

Notes:

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TEC2120970P1
Project Title: Consultant Services for Aviation Planning and Advisory Services
Consultant: Woolpert, Inc.
Subconsultant Name: Kimley-Horn and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Principal	\$100.00		3.00		\$300.00
Chief Engineer	\$93.33		3.00		\$279.99
Chief Planner	\$93.33		3.00		\$279.99
Senior Engineer	\$93.33		3.00		\$279.99
Senior Planner	\$84.62		3.00		\$253.86
Designer	\$61.54		3.00		\$184.62
Project Engineer	\$80.30		3.00		\$240.90
Project Planner	\$81.92		3.00		\$245.76
Engineer	\$64.44		3.00		\$193.32
Planner	\$54.82		3.00		\$164.46
GIS Specialist	\$65.40		3.00		\$196.20
Analyst	\$48.08		3.00		\$144.24
Senior Project Specialist	\$53.38		3.00		\$160.14
Project Specialist	\$41.36		3.00		\$124.08

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 194.46%

FRINGE = 0.00%

OPERATING MARGIN = 10.00%

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TEC2120970P1
 Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
 Consultant: Woolpert, Inc.
 Subconsultant Name: McFarland-Johnson, Inc.

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

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 94.35%

FRINGE = 78.37%

OPERATING MARGIN = 10.00%

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

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TEC2120970P1
Project Title: Consultant Services for Aviation Planning and Advisory Services
Consultant: Woolpert, Inc.
Subconsultant Name: Planning Technology, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Principal	\$60.68		2.31		\$140.17
Project Manager	\$54.81		2.31		\$126.61
Sr Specialist/Programmer	\$48.04		2.31		\$110.97
Specialist/Programmer	\$41.31		2.31		\$95.43
Computer Designer	\$27.41		2.31		\$63.32

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

OPERATING MARGIN = 10.00%

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

Notes:

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

**AMENDED EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TEC2120970P1
Project Title: Consultant Services for Technical Solutions and Advanced Planning Services
Consultant: Woolpert, Inc.
Subconsultant:

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

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

OPERATING MARGIN = X.XX%

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

[DELETE IF NOT APPLICABLE]

Notes:

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

Consultant

County

Name/Title

Contract Administrator

Date: _____

Date: _____

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

EXHIBIT C

Minimum Insurance Requirements

Insurance Requirements for Technical Solutions for Advanced Planning Consultant Services

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

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage		
<input checked="" type="checkbox"/> Premises—Operations			
<input type="checkbox"/> Explosion & Collapse Hazard	Bodily Injury and Property Damage Combined	\$1 mil non-airside	\$1 mil non-airside
<input type="checkbox"/> Underground Hazard		\$5 mil airside	\$5 mil airside
<input checked="" type="checkbox"/> Products/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance	Personal Injury		
<input checked="" type="checkbox"/> Broad Form Property Damage			
<input checked="" type="checkbox"/> Independent Contractors			
<input checked="" type="checkbox"/> Personal Injury			
AUTO LIABILITY	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.
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Owned	Property Damage		
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$300 k non airside \$5 mil airside	
<input checked="" type="checkbox"/> Non-owned			
<input checked="" type="checkbox"/> Any Auto If applicable			
<input checked="" type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY ***IF APPLICABLE	Max Ded	\$2 mil	\$2 mil
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500K
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$10,000.00		\$ 2 mil
<input checked="" type="checkbox"/> CYBER COVERAGE	Max. Ded. \$10,000.00		\$5 mil
Software E&O *if creating, maintaining or repairing software or working on our software or otherwise utilizing the Airport internet to provide their services.			
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
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. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager on COI.			

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

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

Name & Address of Certificate Holder

Broward County
2200 SW 45th Street, Suite 101
Fort Lauderdale, FL 33301
RE: Planning

Tracy

Meyer

Aviality Insurance
Risk Insurance and Contracts Manager
Date Issued 7/24/14

Digitally signed by Tracy Meyer
DN: dc=local, dc=fl-airport,
ou=FLLUSERS, cn=Tracy Meyer
Date: 2019.12.03 11:07:11
-05'00'

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

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

Services to be provided: [DESCRIBE IN DETAIL]

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

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

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

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

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

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

County

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

Consultant

_____ Attest	_____ Signed	_____ Date
	_____ Typed Name	
	_____ Title	

EXHIBIT E – LETTERS OF INTENT AND SCHEDULE OF SUBCONSULTANTS

Letters of Intent (DBEs)



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: TEC2120970P1	Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
---	--

Bidder/Offeror Name: Woolpert, Inc.

Address: 6100 Blue Lagoon Drive, Suite 440 **City:** Miami **State:** FL **Zip:** 33126

Authorized Representative: Ed Copeland, Project Manager **Phone:**

DBE/ACDBE Subcontractor/Supplier Name: 300 Engineering, P.A.

Check one: **Address:** 5747 N. Andrews Way

DBE **City:** Fort Lauderdale **State:** FL **Zip:** 33309 **Phone:** 305.602.4602

ACDBE **Authorized Representative:** Rodolfo Remon, Vice President

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

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
GIS support	541330	TBD	1%

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

Bidder/Offeror Authorized Representative

 **Ed Copeland** **Project Manager** **4/23/2021**
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

 **Digitally signed by Rodolfo E Remon** **Vice President - Principal** **4/23/2021**
Date: 2021.04.26 10:37:47 -04'00' (Signature) (Title) (Date)

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

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: TEC2120970P1	Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
---	--

Bidder/Offeror Name: Woolpert, Inc.

Address: 6100 Blue Lagoon Drive, Suite 440 City: Miami State: FL Zip: 33126

Authorized Representative: Ed Copeland, Project Manager Phone: 512.264.4884

DBE/ACDBE Subcontractor/Supplier Name: ACAI Associates, Inc.

Check one: Address: 2937 W. Cypress Creek Road, Suite 200

DBE City: Fort Lauderdale State: FL Zip: 33309 Phone: 954.484.4000

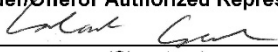
ACDBE Authorized Representative: Adolfo Cotilla, President

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

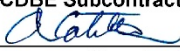
Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
BIM support	541310	TBD	3%

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

Bidder/Offeror Authorized Representative

 Ed Copeland Project Manager 4/20/2021
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

 President 4/21/2021
(Signature) (Title) (Date)

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

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

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: TEC2120970P1	Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
---	--

Bidder/Offeror Name: Woolpert, Inc.

Address: 6100 Blue Lagoon Drive, Suite 440 City: Miami State: FL Zip: 33126

Authorized Representative: Ed Copeland, Project Manager Phone: 512.264.4884

DBE/ACDBE Subcontractor/Supplier Name: Aclarity, Inc.

Check one: Address: 7654 Apple Valley Road

DBE City: Germantown State: TN Zip: 38138 Phone: 901.485.4134

ACDBE Authorized Representative: Victor Young, Manager

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

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
CAD support	541611	TBD	3%

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

Bidder/Offeror Authorized Representative

Ed Copeland Project Manager 4/20/2021
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

Victor Young Manager 4/20/21
(Signature) (Title) (Date)

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

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

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



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: TEC2120970P1	Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
---	--

Bidder/Offeror Name: Woolpert, Inc.

Address: 6100 Blue Lagoon Drive, Suite 440 **City:** Miami **State:** FL **Zip:** 33126

Authorized Representative: Ed Copeland, Project Manager **Phone:**

DBE/ACDBE Subcontractor/Supplier Name: Faith Group, LLC

Check one: ☐ **Address:** 3101 S. Hanley Road

DBE **City:** St. Louis **State:** MO **Zip:** 63143 **Phone:** 314.991.2228

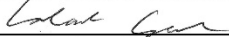
ACDBE **Authorized Representative:** Wendy Wilke, Principal

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

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
General airport planning support	541618	TBD	2%

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

Bidder/Offeror Authorized Representative

 Ed Copeland Project Manager 4/20/2021
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

 Wendy Wilke Principal 4/23/2021
(Signature) (Title) (Date)

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

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

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

EXHIBIT E
SCHEDULE OF SUBCONSULTANTS

Project No: TEC2120970P1
Project Title: Consultant Services in Technical Solutions for Advanced Planning Services
Facility Name: Broward County Aviation Department

[illegible]

EXHIBIT F – Monthly DBE Utilization Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MONTHLY DBE UTILIZATION REPORT

Report No. _____

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

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

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

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

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

Signature	Title	Date
------------------	--------------	-------------

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

OESBD Compliance Form DBEMJR 020118

EXHIBIT G – Final Monthly DBE Utilization Report



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

Report No. _____

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

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

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

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

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

Signature	Title	Date
-----------	-------	------

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

OESBD Compliance Form DBEMJR 020113

Exhibit H – Airport Additional Requirements

1. Additional Definitions:

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

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

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

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

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

2. Additional Provisions:

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

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

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

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

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

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

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

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

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

...

11.31 Additional Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT I – NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

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

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

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

5. *Sanctions for Noncompliance:* In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments under the Agreement until Consultant complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

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

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

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

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

FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

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

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

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

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

ATTACHMENT II – SECURITY REQUIREMENTS – AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

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

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

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

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

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

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

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

ATTACHMENT III - BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

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

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

Refer to BCAD GIS, CAD and BIM standards at:

<http://www.broward.org/Airport/Business/Standards>

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 (5)(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, flil.net.
 - ii) The ADA Files may include, but are not limited to, contracts, flyers, reports, or newsletters.

- iii) County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
- iv) If Contractor is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

6) Delivery Media and Format:

- a) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- b) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- c) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor and certified as per submittal requirements in Section (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.)

EXHIBIT I – ETS SECURITY REQUIREMENTS (Service Level Agreement)

In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO").

Sections 1-5 of this SLA apply to all aspects of the Contractor Platform. In addition, Sections 6 and 7 of this SLA apply to any Software as a Service ("SaaS") or web hosting services provided to County under the Contractor Platform.

1. Definitions

1.1. "Contractor Platform" means any and all SaaS or web hosting to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

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

1.3. Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2. Security

2.1. General

2.1.1. Contractor will ensure that County can authenticate all access by username/password or two-factor authentication. Upon request, Contractor shall restrict access to County Data to a specific source static IP address.

2.1.2. Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor's procedures for the following must be documented and made available upon request by County, including:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

2.1.7. Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline

for resolution.

2.2. Controls

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Contractor shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for Contractor's Organization or application, as well as any third party that provide hosting, Saas, or data storage services for the Contractor Platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.2.3. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.4. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.

2.2.5. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3. Network Architecture/Security

2.3.1. Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.2. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or

County network to the Contractor Platform.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Incident Response

2.5.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail- over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.

2.5.2. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.

2.5.3. Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.

2.5.4. In the event the Contractor Platform has been compromised, Contractor shall promptly notify the County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

2.6. County Data

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum

Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes any social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

2.6.3. County Data is the property solely of County and may not be reproduced or used by Contractor with the prior written consent of County. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.6.4. County shall have the right to use the Products and Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.6.5. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.

2.6.6. County shall have sole control over County Data unless otherwise expressly stated in the Agreement and required for Contractor to provide the Services required under the Agreement.

2.6.7. Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contractor Platform) without County's prior written consent.

3. Compliance

3.1. Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

3.1.1. Provide a letter attesting that the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;

3.1.3. Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

3.1.4. Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2. Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using the System.

3.5. Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6. Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI

Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Infrastructure Management

Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following: periodically refresh data from production; perform an ad-hoc refresh of data from production; not refresh data from production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.

5. Transition/Disentanglement

5.1. Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign, or otherwise redeploy any of Contractor's personnel during the Disentanglement period to the extent such action would impede performance of Contractor's obligations under the Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support and Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide County a list with current valuation based on net book value of any Contractor-owned tangible assets required to make the Contractor Platform available to County. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, Contractor shall use best efforts to ensure that any and all related warranties will transfer along with those assets.

6. Network Architecture/Security

6.1. Network Architecture

6.1.1. The Contractor Platform shall be protected behind a layer of firewalls.

6.1.2. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who have access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

6.1.3. Contractor shall restrict inbound and outbound traffic to County's

network to "deny all, permit by exception" configuration.

6.1.4. Contractor's wireless networks connected to the Contractor Platform shall at a minimum, be configured for Wi-Fi Protected Access 2 (WPA2)-Enterprise using Advanced Encryption Standard (AES) and Protected Extensible Authentication Protocol (PEAP), or current industry security standards (whichever is higher) to secure and protect County data.

6.2. Physical Architecture/Security. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Contractors ("ISPs") with different Internet points of presence.

6.3. Disaster Recovery

6.3.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

6.3.2. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Contractor shall conduct a disaster recovery test specific to County, including testing County Data and the Contractor Platform, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

6.4. County Data. Contractor shall make any County Data available to County upon request within one (1) business day and in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not

included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. Contractor Platform or System unavailability due to Contractor's equipment failure constitutes Network Downtime.

7.1.2. Contractor will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County's monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days after the applicable monthly report or, at County's option, may be credited against amounts due under any unpaid invoice or future invoice. If the Agreement provides for other credit or compensation due to County for an event that also constitutes Network Downtime, the greater of the two amounts shall apply.

7.1.3. Normal availability of the Contractor Platform and System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Contractor may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Contractor may perform routine maintenance operations that do not require the Contractor Platform or System to be taken offline but may have immaterial effects on performance and response time without any notice to County. Such immaterial degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

7.1.4. By the tenth day of each calendar month, Contractor shall provide County a report detailing Contractor's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime

Time network uptime / (Total minutes of non-Prime Time - Minutes of Scheduled Maintenance)=_%).

7.2. Infrastructure Management

7.2.1. During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

7.2.2. To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, the Contractor Platform shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

7.2.3. Contractor will retain all County-related database records regardless of number or size.

7.2.4. To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

7.2.5. Contractor shall conduct full, encrypted backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).

7.3. Performance Monitoring and Hosting Capacity Increases

7.3.1. If requested by County, Contractor shall provide standard reporting metrics of the Contractor Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization;

transmission control protocol load for each server allocated in part or in full to County System; and system errors in the System, database, operating system, and each server allocated in part or in full to the System.

7.3.2. In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days after written notice by County.

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