



**AGREEMENT BETWEEN BROWARD COUNTY AND BERMELLO, AJAMIL & PARTNERS, INC.,  
FOR DESIGN AND CONSULTING SERVICES FOR CRUISE TERMINAL 4 AND BERTH  
IMPROVEMENTS (RFP# PNC2123285P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Bermello, Ajamil & Partners, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County owns and operates Port Everglades, a deep-water port located in Broward County, Florida.

B. County and Magical Cruise Company, Ltd. d/b/a Disney Cruise Line ("Disney") entered into a Port Everglades Passenger Cruise Terminal and Berth User Agreement, dated October 28, 2021 ("User Agreement"), which requires County to cause: (a) a design professional to complete fully permitted plans for the marine infrastructure improvements to Berth 4 at Port Everglades and terminal improvements to Passenger Cruise Terminal 4 at Port Everglades (i.e., one hundred percent (100%) complete plans for design and construction); and (b) a managing general contractor to construct such improvements, all in accordance with the terms and conditions set forth in the User Agreement.

C. County issued Request for Proposals ("RFP") No. PNC2123285P1, seeking a qualified firm to provide professional design and consulting services for the Cruise Terminal 4 and Berth Improvements Project (the "Project").

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

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

F. Negotiations pertaining to the Services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

**ARTICLE 1. DEFINITIONS**

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

- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Concept Plans** means the sketches/specifications for the Exclusive Berth/Terminal Improvements, attached hereto as depicted in **Exhibit A**.
- 1.4 **Construction Agreement** means the Agreement between County and MGC to construct the Exclusive Berth/Terminal Improvements.
- 1.5 **Construction Plans** means the ninety percent (90%) complete plans for the design and construction of the Marine Infrastructure Improvements and the Terminal Improvements.
- 1.6 **Construction Plans Approval Date** means August 1, 2022, unless such deadline is otherwise extended by the Parties, with County acting through its Port Director.
- 1.7 **Contract Administrator** means the Port Director, the Director of the Seaport Engineering & Construction Division, or such other person designated in writing by the Port Director. The Contract Administrator is the representative of County concerning the Project.
- 1.8 **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.9 **CPI** means the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County.
- 1.10 **CPI-Linked** means the subject amount shall be annually adjusted (increased or decreased, as applicable) by the lesser of (a) three percent (3%), or (b) the percentage change in CPI as compared to the prior year period.
- 1.11 **Disney** means Magical Cruise Company, Ltd. d/b/a Disney Cruise Line, a United Kingdom limited liability company, registered and authorized to transact business in the State of Florida.
- 1.12 **Exclusive Berth/Terminal Improvements** means the Marine Infrastructure Improvements and Terminal Improvements.
- 1.13 **Excusable Delay** means any delay which extends the completion of the Exclusive Berth/Terminal Improvements and which is caused by circumstances beyond the reasonable control of the MGC (or the MGC's subcontractors), the Consultant (or the Consultant's subconsultants), material persons, suppliers, or vendors. Excusable Delay includes, but is not limited to, fires, earthquakes, storms, lightning, epidemics, pandemics, wars, riots, civil disturbances, and sabotage. Neither economic impracticability nor inability of the MGC (or the MGC's subcontractors), the Consultant (or the Consultant's subconsultants), material persons, suppliers, or vendors to perform in whole or in part for economic reasons, except as a direct result of an Excusable Delay, shall constitute an Excusable Delay.

1.14 **Final Completion** of the Exclusive Berth/Terminal Improvements means when (a) Substantial Completion has occurred; (b) all construction materials and equipment have been removed from the site and adjacent land or staging areas, if any; (c) all final certificates of occupancy from the applicable jurisdiction have been issued; (d) all punch list items have been completed; and (e) in the case of the Marine Infrastructure Improvements, the MGC has certified the achievement of Final Completion or, in the case of the Terminal Improvements, County has approved, in consultation with Disney, and signed the final acceptance certificate as per the terms of the Construction Agreement.

1.15 **Final Completion Date** means November 15, 2023, unless extended as provided herein.

1.16 **Final Plans** means the fully permitted final designs for Marine Infrastructure Improvements and Terminal Improvements (i.e., one hundred percent (100%) complete plans for design and construction).

1.17 **Managing General Contractor** or **MGC** means the MGC chosen by County through a solicitation process to construct the Exclusive Berth/Terminal Improvements.

1.18 **Marine Infrastructure Improvements** means the marine infrastructure improvements constructed by the MGC in accordance with the Final Plans.

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

1.20 **Project** means the professional design and consulting services for the Exclusive Berth/Terminal Improvements as set forth in this Agreement.

1.21 **Purchasing Director** means County's Director of Purchasing.

1.22 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

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

1.24 **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.

1.25 **Substantial Completion** of the Exclusive Berth/Terminal Improvements means that (1) construction of the Exclusive Berth/Terminal Improvements and all components within and outside of the boundaries of the Exclusive Berth/Terminal (including without limitation Berth No. 4) is complete in accordance with the Final Plans and free from all construction debris, rubbish, materials, and equipment and with all furnishings and fixtures in place, and all surfaces, flooring,

windows cleaned, and ready for use as intended, and (2) the Exclusive Berth/Terminal has received the governmental approval necessary for the use (as intended) and occupancy of the Exclusive Berth/Terminal by members of the public (i.e., a temporary certificate of occupancy) following the inspections of such improvements necessary to obtain such initial governmental approvals, and (3) Disney will be able to lawfully use the Exclusive Berth/Terminal to operate its passenger cruise line business embarking and debarking the Disney Vessels from Berth No. 4 as contemplated in the Final Plans.

1.26 **Substantial Completion Date** means October 1, 2023, unless extended as provided herein.

1.27 **Terminal Improvements** means the terminal improvements constructed by the MGC in accordance with the Final Plans.

## **ARTICLE 2. EXHIBITS**

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

## **ARTICLE 3. SCOPE OF SERVICES**

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

3.2 Consultant shall design Final Plans for Marine Infrastructure Improvements substantially consistent with the Concept Plans. Each Marine Infrastructure Improvements Design Component (hereinafter defined) shall be subject to County's approval (which shall not be unreasonably withheld or delayed), and if County does not approve same, County shall advise Consultant in reasonable detail of the reasons for such disapproval. For purposes of this section, "Marine Infrastructure Improvements Design Component" means each of the thirty percent (30%) complete plans, the sixty percent (60%) complete plans, the ninety percent (90%) complete plans, and the one hundred percent (100%) complete plans submitted by Consultant for the design and construction of the Marine Infrastructure Improvements. County shall comment on each initial Marine Infrastructure Improvements Design Component submitted to County within ten (10) days after receipt from Consultant, and within five (5) days after receipt from Consultant of each revision thereof, if applicable.

3.3 Consultant shall design Final Plans for Terminal Improvements substantially consistent with the Concept Plans. Each Terminal Improvements Design Component (hereinafter defined)



shall be subject to County's approval (which shall not be unreasonably withheld or delayed), and if County does not approve same, County shall advise Consultant in reasonable detail of the reasons for such disapproval. For purposes of this section, "Terminal Improvements Design Component" means each of the thirty percent (30%) complete plans, the sixty percent (60%) complete plans, the ninety percent (90%) complete plans, and the one hundred percent (100%) complete plans submitted by Consultant for the design and construction of the Terminal Improvements. County shall comment on each initial Terminal Improvements Design Component submitted to County within ten (10) days after receipt from Consultant, and within five (5) days after receipt from Consultant of each revision thereof, if applicable.

3.4 Consultant shall provide the Construction Plans (hereinafter defined) for both the Marine Infrastructure Improvements and the Terminal Improvements by the Construction Plans Approval Date.

3.5 The Parties hereby authorize the participation of a "Disney Representative" who shall be a firm (or firms) or individual (or multiple individuals) appointed by Disney to review and comment on each Marine Infrastructure Improvements Design Component and Terminal Improvements Design Component in accordance with the time periods set forth in the User Agreement, as well as to monitor the progress of the construction of the Exclusive Berth/Terminal Improvements on behalf of Disney in accordance with the Milestone Schedule (Exhibit A, Attachment 2). The Disney Representative shall be hired at Disney's sole expense. The Parties shall provide the Disney Representative access to documentation, monitoring project milestones and timelines reflected in the Milestone Schedule, and invitations to attend and participate in regularly scheduled meetings with the Consultant, MGC, and/or contractors responsible for the construction of the Exclusive Berth/Terminal Improvements. Any input from the Disney Representative will only be communicated to County's project manager responsible for overseeing the implementation of the Exclusive Berth/Terminal Improvements. The Disney Representative will have the right to review and inspect the Exclusive Berth/Terminal Improvements as they progress to confirm that the work is being undertaken in a timely manner and in accordance with the Final Plans and the timelines set forth in the Milestone Schedule, and any construction schedules that are a part thereof. The Parties shall provide the Disney Representative the schedule of work with appropriate milestones and goals, which schedule shall be reviewed as required during each progress meeting; any known area of delay or known missed targets will be identified and, without requiring the expenditure of additional funds, corrective action will be implemented. Notwithstanding the foregoing, the Disney Representative shall not have the right to interfere with the progress of the design or construction of the Exclusive Berth/Terminal Improvements or to make any contractual demands under the Construction Agreement or this Agreement, but the foregoing shall not waive any of Disney's third-party beneficiary rights under the Construction Agreement provided therein and in this Agreement.

3.6 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. Unless there is an executed amendment 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.

3.7 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.

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

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

4.1 The term of this Agreement shall be for the period beginning retroactively on February 11, 2022, and ending October 1, 2024. Consultant shall perform the Services within the time periods specified in Exhibit A, Attachment 1. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 The attached Milestone Schedule depicts the timelines and applicable deadlines for the various aspects of the approval and construction process for the Exclusive Berth/Terminal Improvements and any related work associated with the construction required in order to achieve Substantial Completion by the Substantial Completion Date and Final Completion by the Final Completion Date. The Milestone Schedule reflects the Parties' estimate as to when certain key milestones of the Exclusive Berth/Terminal Improvements will be finalized and/or achieved in order to achieve the completion dates set forth herein, including without limitation, the Construction Plans Approval Date, the dates of the approval date of the Construction Agreement and applicable final budgets for each component of the Exclusive Berth/Terminal Improvements, and the finalization of the key dates within the procurement process in order to engage the MGC,

which will all tie into the Substantial Completion Date and the Final Completion Date. The Parties shall exercise commercially reasonable efforts to adhere to the schedule and timelines set forth in the Milestone Schedule. Notwithstanding the fact that the Milestone Schedule contains the Parties' estimate as to when certain milestones will be achieved, the Parties hereto agree that the dates set forth in the definitions of Construction Plans Approval Date, Substantial Completion Date, and Final Completion Date in this Agreement shall be fully enforceable by the Parties.

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

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

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

4.6 Notwithstanding Section 4.4, if the MGC fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is directly caused by Consultant, then Consultant shall pay to County its proportional share of any damages or additional compensation directly arising out of the delay to which MGC is entitled. The Substantial Completion Date and Final Completion Date shall be extended for each day that the completion of the Exclusive Berth/Terminal Improvements is delayed due to Excusable Delay, as further stated in the Construction Agreement. Any provisions regarding the computation of delay costs, damages, or any other amounts in the Construction Agreement will apply to this Agreement. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.7 If Services are scheduled to end due to the expiration of this Agreement, at the request

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

## **ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

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

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of One Million Eight Hundred Thousand Dollars (\$1,800,000).

5.1.2 Lump Sum Compensation. For Basic Services under Phase I, identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of Three Hundred Ten Thousand Dollars (\$310,000).

5.1.3 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000). Unused amounts of those monies shall be retained by County.

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

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

5.1.6 Phased Amounts. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Phase I: Design Development	14.69%	\$310,000.00
Phase II: Construction Documents	46.46%	\$980,236.00
Phase III: Permitting, Bidding, and Contract Award	4.17%	\$88,040.00
Phase IV: Administration of the Construction Contract	32.30%	\$681,525.00
Phase V: Warranty Administration and Post-Occupancy Services	2.38%	\$50,199.00
<b>Total Basic Services Fee</b>	<b>100%</b>	<b>\$2,110,000.00</b>

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

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2. Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, with respect to services provided by Labozan Associates, Inc., hourly rates have been negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on Exhibit B, attached hereto.

5.2.2 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.

5.3 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 addresses:

**Prior to June 30, 2022:**

2601 So. Bayshore Drive, Ste. 1000  
Miami, FL 33133

**As of June 30, 2022:**

4711 South Lejeune Rd.  
Miami, FL 33146

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

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

5.8 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

**ARTICLE 6. CHANGES IN SCOPE OF SERVICES**

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

6.2 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the County Administrator or the County Administrator's designee for resolution, whose



decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

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

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

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

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

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

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

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

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

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

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

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

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

an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

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

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

## **ARTICLE 8. TERMINATION**

8.1 Termination. This Agreement 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 was approved by Board action, termination for cause by County of the Agreement, 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 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 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 repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

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

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

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

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

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

#### **ARTICLE 9. INSURANCE**

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

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

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

copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

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

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

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

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

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

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



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

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

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

10.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or

agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

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

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

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

10.8 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow County to

engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

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

#### **ARTICLE 11. MISCELLANEOUS**

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

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

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

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

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



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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3508, EKENNEDY@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 501, FORT LAUDERDALE, FLORIDA, 33316.**

11.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction

during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

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

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

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

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

11.5 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this

Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

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

11.7 Indemnification. Consultant shall indemnify and hold harmless County and Disney, and their 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 and Disney's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

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

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

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

FOR COUNTY:

Broward County – Port Everglades  
Seaport Engineering & Construction  
Attn: John Foglesong, P.E., Contract Administrator  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
Email address: jfoglesong@broward.org

FOR CONSULTANT:

**Prior to June 30, 2022:**

Bermello, Ajamil & Partners, Inc.  
Attn: Mark Ittel  
2601 So. Bayshore Drive, Ste. 1000  
Miami, FL 33133  
Email address: mittel@bermelloajamil.com

**As of June 30, 2022:**

Bermello, Ajamil & Partners, Inc.  
Attn: Mark Ittel  
4711 South Lejeune Rd.  
Miami, FL 33146  
Email address: mittel@bermelloajamil.com

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

11.12 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior

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

11.13 Sustainability Initiatives. Consultant acknowledges that environmental sustainability and social responsibility are important to the Project and are considerations for making design decisions. Consultant agrees to engage with County on these topics, explore continuous improvements throughout the term of this Agreement, and pursue solutions with these considerations in mind. Examples of the implementation of these considerations include: the use of on-site renewable energy, such as solar power; cold ironing/shoreside power capabilities; access to alternative fuel sources; battery storage; carbon offsets; and third-party certifications.

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

11.15 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 Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

11.17 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. Except as otherwise described in this section, 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.

a. Limited Third-Party Beneficiary Status of Disney:

- (1) Disney's status as a third-party beneficiary extends solely to warranties, audit rights, indemnities, and the duty of care to be exercised by the construction professionals, and does not entitle Disney to demand changes to the Consultant or otherwise invoke rights held by the contracting parties;
- (2) Disney may assert rights under the warranties provided by the Consultant or their subconsultants;
- (3) Consultant shall add Disney as an additional named insured under the insurance policies required under this Agreement; and
- (4) Disney is indemnified person for the purpose of the indemnification provisions provided under this Agreement. Consultant shall have no recourse against Disney with respect to any breaches or liabilities arising out of 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 legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 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. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and

shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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

11.22 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.

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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

11.27.2 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 workspace 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 Additional Security Requirements. Consultant shall comply with the Port Everglades Security Requirements attached hereto as Exhibit F.

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



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

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_, day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 302  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404

ANTONIO  
By: LOZADA  
Antonio Lozada (Date)  
Assistant County Attorney

Digitally signed by ANTONIO  
LOZADA  
Date: 2022.02.23 14:27:39  
-05'00'

CARLOS A.  
RODRIGUEZ-  
By: CABARROCAS  
Carlos Rodriguez-Cabarrocas (Date)  
Senior Assistant County Attorney

Digitally signed by CARLOS A.  
RODRIGUEZ-CABARROCAS  
Date: 2022.02.23 14:31:31  
-05'00'

AL/cr  
Bermello Terminal 4 Design Final 022322  
02/23/2021

RFP# PNC2123285P1

**AGREEMENT BETWEEN BROWARD COUNTY AND BERMELLO, AJAMIL & PARTNERS, INC.,  
FOR DESIGN AND CONSULTING SERVICES FOR CRUISE TERMINAL 4 AND BERTH  
IMPROVEMENTS (RFP# PNC2123285P1)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By \_\_\_\_\_

Print/Type Name

\_\_\_\_\_  
(Please Type Name)

Signature

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

Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

  
Secretary

Reimundo A. Fernandez  
(Typed Name of Secretary)

Bermello Ajamil & Partners, Inc.  
(Typed Name of Consultant/Firm)

By   
President/Vice President

Mark H. Tittel, Sr. V.P., Ports & Maritime  
(Typed Name and Title)

22<sup>nd</sup> day of February, 2022



## EXHIBIT A - SCOPE OF SERVICES

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### 1.00 Definitions

**ADA** – Americans with Disabilities Act.

**AHJ** – Authority Having Jurisdiction

**ASPE** – American Society of Professional Estimators. ASPE defines estimate levels per Project activity.

**Bid Set** – the Drawings, Project Manual, and all other documents used for bidding the Project.

**Color Board** – a display board which contains the proposed building colored finish sample materials for the interior (for example: floor finish, base, wall finish, ceiling) or exterior sample materials (for example: brick, EIFS, window framing, glass, metal) or other materials deemed necessary to convey the design intent

**Commissioning** – the process of assuring that all systems and components of a building are designed, installed, tested, operated, and maintained according to the operational requirements of the Port, basis of design, and construction documents. A commissioning process may be applied not only to building projects but also to systems such as HVAC, façade, and roofing.

**Construction Set** – all documents including the Drawings and Project Manual which reflects revisions from bidding and permitting that are used for construction.

**Cost Estimate** – (also known as Opinion of Probable Construction Cost) - the total estimated cost to construct a project.

**Deliverable** – a tangible product, service or electronic file produced as a result of the Project that is intended to be delivered as contractually required.

**Permit Set** – all documents including the Drawings and Project Manual submitted to the local municipality for a building permit.

**Record Set** – all documents including the Drawings and Project Manual revised to illustrate a compendium of the original drawings, incorporating on-site changes known to the Consultant and information taken from the Contractor's As-Constructed drawings.

## **1.01 Project Description and Program**

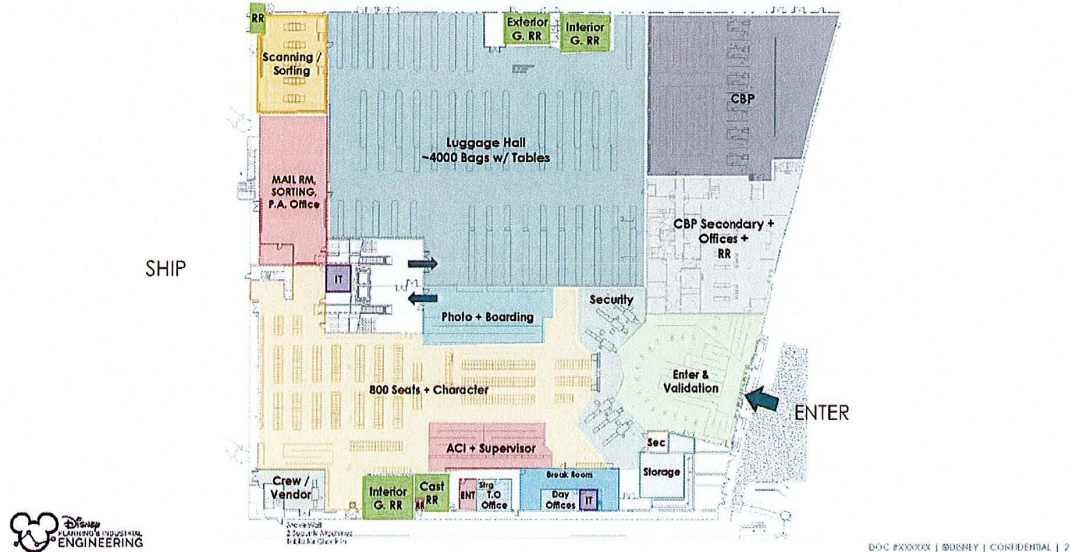
1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of the Cruise Passenger Terminal 4 Improvements, project PNC2123285P1. As such, it is not all inclusive and County does not represent that it is a complete inventory of the professional services necessary to achieve County's goals for this project. The following paragraphs represent County's minimum level of performance but do not limit the professional services that may be required during any Project activity described herein.

### **1.01.02 Project Description**

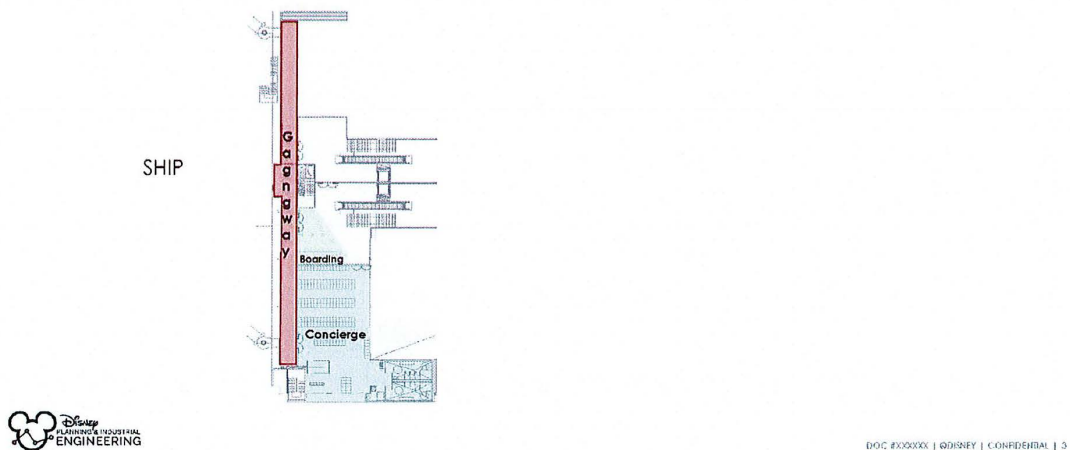
Cruise Passenger Terminal 4 Improvements will accommodate Disney Cruise Line (DCL) operations. DCL expects to be able to berth all its vessels, including, but not limited to; the Magic, Dream Class and three new Disney vessels to be delivered to the cruise line through 2021. Consultant shall design renovations to the interior and exterior of the Terminal, to conform and adhere to DCL's operating standards and meet DCL's guest experience standards for a 4,000-passenger vessel. Consultant shall provide designs, drawings, specifications, testing, inspections, construction administration, including full time representation during construction, warranty administration, post-construction inspections, and other items. Interior renovations, which include, but are not limited to, providing the necessary spaces the cruise line needs to operate, process cruise passengers on the ground and second floors, including cruise line offices, changing rooms, restrooms, IT rooms, mail processing rooms, other spaces, sound equipment, validation stations, CCTV, digital content cabling, and TV monitor mounts. The building's existing HVAC system shall be inspected to determine its condition. If partial or total replacement of HVAC equipment is necessary, that work is part of this project. There is an existing emergency power generator serving CBP areas. A whole house emergency power generator will be added to the facility through this project. Berth 4 dock apron and other marine and maritime improvements including, but are not limited to, fendering systems, bollards, marine infrastructure, future cold ironing for powering ships at the berth and other items. Graphics, signage, and other building exterior enhancements will be added to the Terminal.

Attached are sketches depicting the Cruise Line's initial concepts of their view of how the cruise passenger terminal would be developed.

FL 1 Port Everglades: **EMBARK PHOTO**



FL 2 Port Everglades: **CONCIERGE & GANGWAY TAP**



Consultant shall analyze, calculate, and provide designs for fendering appropriate for the ships intended to berth along Berth 4. Consultant shall analyze, calculate, and provide designs for



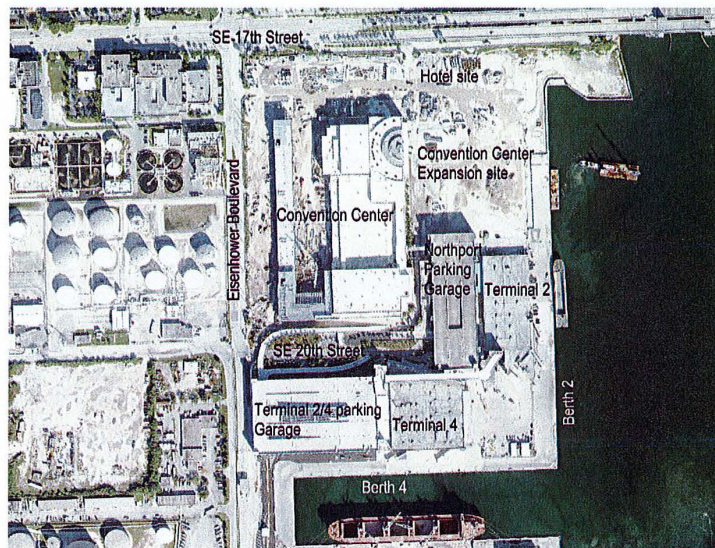
bollards to tie the ship. Port commissioned and received a berthing and mooring analysis dated 6/25/2021 which will be the basis for designs to fenders and bollards. Consultant shall confirm the information provided in the berthing and mooring analysis, and provide all necessary drawings, designs, selections, and construction administration of marine and maritime items.

Ground transportation area (GTA) for Cruise Passenger 4 is located on the ground floor of the Heron Garage, a newly completed parking garage located directly west of the existing Cruise Passenger Terminal. Consultant will provide services to accommodate passenger flows to and from the GTA and parking garage.

The Project Site is located at:

1800 SE 20th Street  
Ft. Lauderdale, FL 33316  
Tax Folio # 504214360010

Location map:



## 1.02 Deliverables

- 1.02.01 Consultant shall submit five (5) copies of all deliverable documents required (except where otherwise specified), without additional printing cost or other charges. The Contract Administrator may review submitted documents and provide written review comments to Consultant following each deliverable submission. Consultant shall revise and resubmit five (5) copies of documents (if not satisfactory to the Contract Administrator), as required to fulfill the submittal requirements without additional

printing cost or other charges. Consultant shall make as many submittals as required to obtain approvals by Contract Administrator. Resubmittals shall be made within fourteen (14) calendar days from the Consultant receipt of review comments.

Upon request by the Contract Administrator, additional printing may be requested of Consultant. Direct cost of printing copies over and above the required deliverables and resubmittals described in the process above, will be compensated as a reimbursable expense.

- 1.02.02 Consultant shall be required to submit the various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Attachment 3 - BIM and Electronic Media Submittal Requirements). Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Consultant in writing for the consideration of the Contract Administrator. Consultant shall not proceed until Contract Administrator provides written approval.
- 1.02.03 Documents, electronic media and other materials submitted to Contract Administrator by Consultant shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 1.02.04 All deliverables shall be accompanied by a "Project Transmittal Form". Consultant shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects). The Project Transmittal Form must accurately list the date of the submittal and describe each document of the submittal with its applicable date.

## **2.01 Basic Services**

- 2.01.01 The services listed below, in addition to those specified by Consultant's agreement with County, are related to the specific Project or other professional services as necessary to meet the needs of Port Everglades.
- 2.01.02 The listed services below shall not limit those activities or services that may be requested by the Contract Administrator.

## **3.01 Basic Services by Project Activity**

- 3.01.01 Consultant agrees to:

- (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the activities enumerated hereinafter and all necessary personnel, equipment and materials to perform services;
  - (B) Complete those design services in accordance with the Project schedule (Exhibit A, Attachment 1, Project Schedule);
  - (C) Complete those services that will deliver a facility (or facilities) within County's established budget for the Project.
  - (D) Prepare a schedule of services in compliance with Project Schedule and for approval by County. Such schedule shall show activities including but not limited to Consultant efforts construction timeline and County (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval within fourteen (14) days of execution of this agreement.
- 3.01.02 Consultant shall schedule and attend a bi-weekly Project review and coordination meeting with representatives of the Contract Administrator throughout all activities of the Project. At each of these meetings, Consultant and Contract Administrator shall review the Project's budget, schedule, and scope along with Consultant's development and progress to date on the respective activities of the Project and any special problems related to the continuing progress of the Project. Consultant shall attend weekly meetings during the Construction activities as required elsewhere in this Agreement. For each Project review meeting, and as may be otherwise appropriate during any Project activity, Consultant shall provide progress sketches and other documents enough to illustrate progress and the issues at hand for the Contract Administrator's review. Consultant shall not be entitled to claims for delays to the Project Schedule due to Consultant's provision of such documents.
- 3.01.03 Consultant and representatives of each sub-consulting firm shall attend a Design Kick-Off meeting and a Design Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's activities. The Design Kick-Off meetings will provide a forum for the entire Project team to review Project goals, continuing issues, and review performance expectations for the respective activity of the Project. The Design Debriefing Meeting will provide a forum in which the entire Project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.
- 3.01.04 Consultant, the Contract Administrator and the artist(s) selected by County shall attend periodic coordination meetings throughout the Project as scheduled by the Contract Administrator to address the incorporation of public art into the facility.



These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination, and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.

- 3.01.05 (Not used)
- 3.01.06 Consultant shall keep Contract Administrator informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.
- 3.01.07 Consultant shall cooperate with Contract Administrator by participating in, reviewing, and commenting on Constructability and Value Engineering studies performed by Contract Administrator and attending meetings where the content of design and construction contract documents will be coordinated, reconciled, and scheduled during any activity of the Project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, Consultant shall, upon review and agreement, implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.
- 3.01.08 Consultant shall be required to submit various documents further defined below in both hardcopy and electronic media formats. The parties shall agree to requirements for electronic media submittals consistent with the requirements contained in Exhibit A, Attachment 3 – BIM and Electronic Media Submittal Requirements. Attachment 3 is provided as a template for the Parties and sets forth the expectations of the Parties regarding electronic media submittals. The specific requirements for electronic media submittals shall be further negotiated by the Parties subsequent to the execution of this Agreement. Once the Parties have agreed upon electronic media submittal requirements, requests for deviations from those electronic media submittal requirements shall be submitted in advance by Consultant in writing for the consideration of the Contract Administrator.
- 3.01.9 Documents, electronic media and other materials submitted to Contract Administrator by Consultant shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 3.01.10 Consultant shall maintain existing LEED project certification.
- 3.01.11 The Consultant shall maintain Leadership in Energy and Environmental Design (LEED) principles (latest version) established by the United States Green Building Council

(USGBC) for maintaining a LEED Certified Rating for building and site development in all Projects as part of Basic Services.

3.01.12 (Not used)

3.01.13 The Consultant shall incorporate resilient design which is the intentional design of buildings and landscapes in order to respond to natural disasters and disturbances such as hurricanes. Specification of impact glass, protection of mechanical equipment, system redundancy, building entrance location and elevation are some of the issues to consider.

**3.02 General Requirements:**

3.02.01 Consultant shall analyze and document jurisdictional requirements to obtain a waiver of the requirements for concurrency, if applicable to this project.

3.02.02 Consultant shall research and document all codes, laws, rules, regulations, and ordinances pertaining to the Cruise Passenger Terminal and adjacent areas, to ensure compliance and compatibility with building type and the impacts of the information on the project. Consultant shall report findings and propose solutions to address any potential issues uncovered during the process of the research.

3.02.03 Consultant shall provide written cost estimates for the Project. Consultant shall provide budget estimates based on area requirements; development of initial approximate gross areas to be renovated; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as electronics, IT, utilities, marine hardware, maritime items, phasing and other services. Consultant shall advise the Port if budget and program are compatible. If budget and program are not compatible, Consultant shall define what portions of the program are not compatible and the reason why.

3.02.04 Consultant shall not proceed with the next Activity until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next activity.

3.02.05 Consultant shall provide presentations to County's staff, using agencies or groups, Cruise Line and to County Commissioner as required.

**3.03 Phase I - Design Development:**

3.03.01 After written Notice to Proceed from County and based on meetings with cruise line representatives to determine design requirements and any adjustments authorized by Port in the Project Scope or Project Budget, Consultant shall prepare, submit, and

present for approval by Port, Design Development Activity documents, comprised of the following:

(A) "Project Transmittal Form" in accordance with Section 1.02.04

(B) Documents:

1. Civil site plan(s) showing, site survey requirements, landscaping, drainage, and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort as required only per scope.
2. A statement, signed and dated by Consultant or designated Subconsultant, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted as required only per scope.
3. Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.
4. Floor plan(s) including, but not be limited to, the following:
  - a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without break lines and which indicates Project phasing as applicable to the Project.
  - b. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
  - c. Furniture and equipment plan at an architectural scale that will allow the entire facility (or respective floor of a multi-story building) on a single drawing sheet.
  - d. Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.
  - e. Large scale plans (at a minimum of ¼ inch scale) for restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixture, and equipment. Provide detailed plans (at a minimum of ½ inch scale) for mechanical rooms, electrical rooms, IT rooms, and mail rooms.
  - f. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components,

- ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.
- g. Formatting (using break lines as necessary) allowing the use of standard 24" x 36" drawing sheets. Larger sheet sizes will not be allowed.
- 5. Preliminary Room Finish Schedule.
  - 6. Preliminary Door Schedule.
  - 7. Life-safety plans to show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, and other life safety equipment applicable to the Project.
    - a. Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead-end corridor allowed/provided, minimum exit corridor width allowed/provided.
    - b. By symbol, indicate exits (required/provided) fire extinguishers, exit signs, generator(s), and other life-safety equipment relevant to the facility.
    - c. By symbol, indicate connections and tie-ins to existing equipment if applicable.
  - 8. Updated Accessibility Plan(s) indicating the further development of the facility's accessible/universal design features and compliance with the ADA.
    - a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
      - i. Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
      - ii. Sketches of proposed inclined wheelchair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.
    - b. When planning open space office or administrative spaces, submit a floor plan showing the methods used to permanently define the means of egress, such as surface finish or color.

9. Plumbing fixture locations, fixture schedule and fixture unit calculations.
10. All exterior building elevations and enough building sections as necessary to fully illustrate and indicate the scale, massing, and spatial relationships of the facility.
11. Typical building sections to show dimensions, proposed construction materials, and relationship of finished floors to finished grades.
12. Preliminary Structural Drawings including plans and sections indicating systems, and connections. Indicate proposed locations of bollards, fenders and other marine and maritime hardware and items. These drawings may be structural roughs.
13. Mechanical Drawings including floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing and other mechanical building systems required for distribution and disposal of solids, fluids, and gases within the facility. Include duct layout, air handling equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within proximity to other duct runs and/or equipment.
14. Building Automation System narrative describing the type of proposed system(s). For remodeling and additions, describe how the proposed system(s) interfaces with the existing system(s). Provide a list of primary equipment that will be interfacing with the system(s). Provide a preliminary sequence of operations for occupied, unoccupied, and standby modes.
15. Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one-line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator and fuel storage, location of communications consoles, cable or closed-circuit television head-ends, sound equipment, and satellite and short wave dish antennas and equipment, fire alarm panel. Include principal equipment and rack locations for computer networking systems. Show locations of all primary building mechanical

equipment such as chillers, air handler units, etc. and their respective electrical connections.

16. Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any “special” landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept as required only per scope.
17. Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by County or others.
18. Outline specifications:
  - a. Organized and formatted according to the Specification Section numbering system for outline specifications as established by the Construction Specifications Institute's latest edition of MasterFormat current on the date of execution of the Contract.
  - b. Except for Divisions 00 and 01, provide outline specifications or provide detailed notes on drawings giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls, and computer networking components.
  - c. Supplement (but do not replace) outline specification sections with “cut-sheets”, product information, data, and samples as requested by Contract Administrator or as necessary to communicate Consultant's design intent to the Contract Administrator.
  - d. Provide content edited on a Project specific basis for the Project described in this agreement. Outline specifications reflecting Consultant's other or past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to Consultant. For any such returned outline specifications, Consultant shall prepare and re-submit at no additional cost to County replacement outline specifications edited to specifically describe the Project described in this agreement.
  - e. Florida Energy Code (FEC). FEC forms, including preliminary calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope

shall be submitted to County for review and approval with the Activity II documents.

- f. Consultant shall provide Port an estimate of probable construction cost and shall submit to Port a fully detailed Design Development Activity estimate (ASPE Level 3 – Design Development Estimate), of probable construction cost, by Consultant's cost estimator, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this Project. Format estimate and provide detail matching the organization and content of the Project's Outline Specifications complete for remaining Divisions including all finishes, materials, furniture, equipment, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, emergency backup generator, alarm systems, electronic controls, and computer networking components. Utilize the Construction Specification Institute's (CSI) latest edition of MasterFormat to organize the estimate as required by the scope as rough order of magnitude.
- g. An updated Project Schedule reflecting development and anticipated schedules for all subsequent Project activities.
- h. Color boards to review the color selections for all finish materials with County.

3.03.02 Staff from each of Consultant's major technical disciplines, and subconsultants as necessary shall attend coordination, review, and presentation meetings with Port to explain the design concept and technical resolution of their respective building or site systems.

3.03.03 Consultant shall submit copies of all deliverables in accordance with Section 1.02.01.

3.03.04 Consultant shall not proceed with the next Activity until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next activity.

3.03.05 Consultant shall provide assessment of compliance with ASHRAE 90.1 baseline requirements. Update daylighting strategy to incorporate natural daylighting into building configuration and design. Consider renewable energy technologies in design. Update results of energy model. Conduct integrated design charrette meeting with review of sustainable goals. Provide a summary of LEED credits being pursued and anticipated point levels to be achieved with assignment to responsible party.

#### **3.04 Phase II - Construction Documents (30%):**

- 3.04.01 After written Notice to Proceed from Port and based on the approved Design Development documents and any adjustments in the scope or in the Fixed Limit of Construction Cost authorized by Port, Consultant shall prepare for approval by Port and in accordance with County's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. Consultant is responsible for the full compliance of the design with all applicable codes.
- 3.04.02 Consultant shall make a 30% Construction Documents submittal, for approval by County, which shall include five (5) sets of each. Drawings shall be provided as three (3) sets - full size and two (2) sets 11" X 17". Submittals shall include the following:
- (A) "Project Transmittal Form" in accordance with Section 1.02.04
  - (B) Updated Florida Energy Code (FEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional.
  - (C) Drawings:
    - 1. Cover sheet/table of contents including:
      - a. Project title.
      - b. Sheet index including sheet identification and title.
      - c. List of current Broward County Board of County Commissioners.
      - d. Location plan.
    - 2. Site Plans and showing, as required only per scope:
      - a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and preliminary identification of staging areas and related Contractor facilities for use during execution of the Work.
      - b. Site Demolition plans.
      - c. Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
      - d. Location of storm water service for new additions roof drainage.
      - e. Parking lot lighting poles location and type.
      - f. Final location for maintenance access holes, handholes, pull boxes.
      - g. Layout of underground distribution systems (normal power emergency power, fire alarm, computer networking, CCTV, telephone, radio (or other communications systems, antennas, etc.), security, control, and spares).



- h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
    - i. Plans and details of new site equipment or furnishings including equipment, accessory structures, signage, seating areas and other site furniture, vehicular and parking equipment, landscape accessories, site and security lighting, artwork (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the Project.
- 3. Life-safety plans updated to show exit strategy, occupant load, path of travel, rated doors, rated walls and partitions, ramps, vertical lifts and other life safety equipment applicable to the Project.
  - a. In addition to previous information provide UL, flame spread and/or other classification(s) of proposed finishes, determination that building has fire sprinklers, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code Rule 4a-b and section 489.105(n), Florida Statutes and other applicable rules and regulations as required only per scope.
  - b. By symbol, indicate exits (required/provided), fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.
  - c. By symbol, indicate connections and tie-ins to existing equipment.
- 4. Landscape plans and detailing including a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the Project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth. Plans need to indicate the impacts of requirements by the City of Ft. Lauderdale Landscape on the Project as required only per scope.
- 5. Irrigation plans and details delineating the entire area of the Project, and addressing necessary connections, alteration, repair or replacement of any

existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the Project as required only per scope.

6. Full floor plans including:
  - a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly, or directions regarding the Construction.
  - b. Note all chases and delineate all rainwater leaders.
  - c. Show structural tie columns and coordinate with the floor plan.
  - d. Target interior elevations.
  - e. Delineate and note all built-in cabinetry or equipment.
  - f. Identify room numbers and door numbers with all spaces and doors having individual numbers.
7. Demolition Plans: Indicate required demolition activities.
  - a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.), if the scope of work includes demolition which is too excessive to indicate on the drawings that depict new construction.
  - b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC, or electrical elements.
  - c. Include notes dealing with repair of existing areas as a result of demolition.
  - d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
8. Building elevations developed further than Design Development and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, color scheme, special finishes, and other building features as required only per scope.
9. Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.
10. Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, sprinkler heads. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines, and work of any applicable subconsultants.

11. Roof plans:

- a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints as required only per scope.
- b. Dimensions to locate the items noted previously, and detail targets shown as required only per scope.

12. Large scale building sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult or unique connections.

13. Interior elevations of all room designs where those rooms house casework, built-in furniture, variations in material finishes, wall and structural mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.

14. Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware, and other construction characteristics.

15. Details of the following:

- a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the Project or the existing facility.
- b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
- c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- d. Interior signage to include room and building identification, monument sign, directional signage, wayfinding, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any

other items pertinent to the identification of the Project. Coordinate and delineate electrical connections and power requirements.

- e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.
- f. Illumination to comply with LEED standards.
- g. Any other specialized items necessary to clearly express the intent of the Project design as required only per scope.

16. Room finish, door and window schedules coordinated with the floor plans.

17. Structural foundation and framing plans, for bollards and fenders, with associated diagrams, schedules, notes, detailing, and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

18. Mechanical Drawings:

- a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing, and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines as required only per scope.
- b. Provide a Building Automation System narrative describing the type of system(s). For remodeling and additions, describe how the proposed system(s) interfaces with the existing system(s). Provide a list of equipment that will be interfacing with the system and the control points. Provide a complete schematic and narrative for all sequence of operations modes including occupied, unoccupied, and standby modes.
- c. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing, and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- d. Provide 1/2-inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

19. Fire Sprinkler Drawings:

- a. Provide piping and sprinkler head layout and equipment layout drawings with related diagrams, schedules, notes, detailing, and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines as required only per scope.

20. Electrical: Provide drawings for the following systems:

- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance diagrams for all typical indoor spaces and parking lots.
- b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including, fire alarm, cabling, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- c. Panel schedule may be in preliminary form, but circuitry must be included.
- d. Applicable installation details.
- e. General legend and list of abbreviations.
- f. Voltage drop computation for all main feeders.
- g. Short circuit analysis
- h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- i. Indicate surge protector for main switchboard and electrical panels.

21. Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In Contract" and "Not in Contract" furniture and equipment items, loose furniture and systems furniture and their location within the facility.

22. Finish Plans and Schedules indicating limits of finishes, identifying transitions and details of same. Provide elevations where more than one wall finish is to be applied. Include building section and elevation references on these plans.

(D) Progress specifications:

1. Provide Project Manual excluding Procurement documents.
2. Provide a Division 00 and 01 based upon the standard documents provided by County and edited by Consultant after consultation with County to establish Project specific requirements.
3. Include progress set of all other Sections in all Divisions or detailed notes on drawings with each section developed to demonstrate to County an understanding of the Project and an appropriate level of developmental progress comparable to that of the drawings.
4. Specification sections shall be organized to follow the Construction Specification Institute's (CSI) latest edition of MasterFormat with each section

developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

- (E) Updated Project Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent Project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
  - (F) A letter from Consultant and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the Project have been addressed and/or corrected.
  - (G) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions. (ASPE Level 4 – Construction Documents Estimate)
  - (H) An overall keying strategy diagram and proposed schedule based on county requirements.
- 3.04.03 Consultant shall make all changes to the documents as required by the Port's review of the documents and resolve all questions of constructability, code compliance, compliance with Port standards, or other issues raised by Port during its review of the documents. Port will retain the documents submitted at this activity.
- 3.04.04 Consultant shall not proceed with 60% Construction Documents until the acceptance of all required presentations and reports, Port approval of all required submittals, and receipt of a written Notice to Proceed with the next activity.
- 3.04.05 Consultant shall provide updated assessment of compliance with ASHRAE 90.1 baseline requirements. Update daylighting strategy to incorporate natural daylighting into building configuration and design. Incorporate renewable energy technologies. Update results of energy model. Submit project's commissioning report by independent commissioning agent. Provide an updated summary of LEED credits being pursued and anticipated point levels to be achieved with assignment to responsible party.

**3.05 Phase II - Construction Documents (60%):**

3.05.01 Upon 60% completion of the Construction Documents, Consultant shall submit to Port five (5) Drawing submittals shall be provided as three (3) sets - full size and two (2) sets 11" X 17". Submittals shall include check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, updated Statement of Probable Construction Cost and such other documents as reasonably required by Port. The construction documents shall conform to Port's requirements, all mandatory requirements cited by Port (or its designated reviewers). Consultant shall, through the Port, coordinate Project specific requirements with other participating County review agencies (Office of Economic and Small Business Development OESBD, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.05.02 All documents for this activity shall be provided in both hard copy and in electronic media.

(A) "Project Transmittal Form" in accordance with Section 1.02.04

(B) Drawings: The drawings shall include the following:

1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
2. Plans and details including, but not limited to:
  - a. Title sheet utilizing Port's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer of record.
  - b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, Consultant may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire Project following the cover sheet.)
  - c. Information Available to Bidders: Drawing sheets such as surveys, "as-constructed" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with Port.
  - d. Architectural sheets including floor plans with room numbers (using room number system), door, window and finish schedules, roof plans, elevations, sections, and details as required only per scope.

- e. Interior signage to include room and building identification, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the Project. Coordinate and delineate electrical connections and power requirements.
- f. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and pipe, culvert, beam, and column schedules as required only per scope.
- g. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams, equipment, fan, fixture, and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Activity II FEC/LCCA analysis have been incorporated into the documents.
- h. Fire sprinkler sheets including reflected ceiling plans, sections, details, riser and other diagrams, fixture equipment and other necessary schedules and drawing information as required only per scope.
- i. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel, and other schedules; and other drawing information with an indication that the mechanical/electrical systems FEC/LCCA analysis have been incorporated into the documents.
- j. Landscape Architecture, Interior Design, and other subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules, and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline as required only per scope.

(C) Project Manual. Consultant shall review and coordinate with Port regarding the preparation of the following:

- 1. Any supplemental information required from Consultant to assist in Port's completion of Division 00 procurement and contracting requirements with respect to the foregoing documents and regarding any other agreements necessary for construction of the Project. Include documents made necessary by the Bidding Method chosen by Port. However, in no case will Consultant amend or delete items from these documents without prior written approval from Port.
- 2. A specific set of Division 01 specifications based upon guide documents provided by Port, including all schedules, lists and inventories as required to complete Port's guide documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, etc.
- 3. Specification sections for remaining Divisions or detailed notes on drawings organized and formatted.



- (D) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions. (ASPE Level 4 – Construction Documents Estimate). Include an estimate for all furnishings including loose furniture, shipping, and installation labor.
  - (E) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by Port and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.
  - (F) A proposed overall keying organizational diagram and proposed schedule based on Port's requirements.
- 3.05.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project, to be made at no additional cost to Port.
- 3.05.04 If, in the Contract Administrator's sole opinion, the Project merits a construction documents activity estimate prepared by an independent cost estimator, the Contract Administrator may authorize Consultant to obtain those independent cost estimating services. If an estimate or cost analysis was required the Contract Administrator for a previous activity of the Project, Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator
- 3.05.05 Consultant shall make all required changes or additions and resolve all questions on the documents. The Check Set shall be returned to Port. Upon final approval by Port, Consultant shall furnish record copy, signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications, and other documents required during this project activity to Port without additional charge.
- 3.05.06 Consultant shall, with Port's assistance, file the required documents for approval by governmental authorities having jurisdiction (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of the Bidding and Procurement activities and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency.

Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. Permit, review, and similar fees shall be paid by County.

- (A) Consultant or its licensed subconsultants shall provide services to apply for all jurisdictional approvals.
- (B) Consultant shall attend and provide representation at all review meetings, workshops, hearings, and Commission/Council meetings concerning the Project as conducted by other jurisdictional agencies. Consultant shall submit documents, attend meetings, and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project.
- (C) Any changes to the Project drawings or Project Manual or other supporting document made necessary by jurisdictional reviews shall be made by Consultant at no additional cost to County. Consultant shall be compensated for any revisions to the contract documents made necessary by such jurisdictional reviews if the requisite compliance requirement or interpretation was not available to Consultant in written form prior to the review.
- (D) Port will notify Consultant when permits shall be transferred to the responsibility of the Contactor for the Project.

3.05.07 Staff from each of Consultant's major technical disciplines and subconsultants as necessary shall attend coordination, review, and presentation meetings with Port to explain the development of the design concept and technical resolution of their respective building or site systems.

3.05.08 The Contract Administrator's review and approval of the drawings, specifications, calculations, and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy, and completeness.

3.05.09 Provide updated equipment and furnishing plans and equipment and furnishing schedules. Indicate "In Contract" and "Not in Contract" furniture and equipment items, loose furniture, and systems furniture.

- (A) Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes, and indicators required for earlier submittals. Supplement with drawing notations concerning installation.

- (B) Finish Plans indicating limits of finishes, identifying transitions and details of same. Provide elevations where more than one wall finish is to be applied to a vertical surface. Include building section and elevation references, room names and numbers. Provide Finish Schedules and Legends for floors, walls, and ceilings, at a minimum; identifying materials and their associated finish. Provide or identify where to find specification for colors and finishes of all trim, doors, baseboards, etc.

**3.06 Phase II - Construction Documents (90%):**

- 3.06.01 Upon 90% completion of the Construction Documents, Consultant shall submit to Port five (5) copies (3) - full size, (2) 11" X 17" of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final updated Statement of Probable Construction Cost, and such other documents as reasonably required by Port. The 90% construction documents shall conform to Port's requirements, all mandatory requirements cited by Port (or its designated reviewers). Consultant shall coordinate Project specific requirements with other participating County review agencies (Office of Economic and Small Business Development OESBD, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.
- 3.06.02 All documents for this activity shall be provided in both hard copy and in electronic media. Port will approve documents prior to submittal for permitting or bidding. Contract documents shall be included with the submittal:

(A) "Project Transmittal Form" in accordance with Section 1.02.04

(B) General Requirements:

1. Bid Set. This submittal is the official construction document set and shall be the bid documents.
2. Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the Project Manual are complete, and comply with the current edition of the Florida Building Code.
3. When requested by Port, engineering calculations for mechanical, electrical, fire protection and structural systems shall be submitted separately from drawings and the Project Manual.

4. Changes to the Contract Documents shall be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (C) Drawings: The drawings shall include, in addition to the document requirements specified above, the following:
1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans as required only per scope.
  2. Plans and details including, but not limited to:
    - a. Title sheet utilizing Port's cover sheet format including a table of contents and statement of compliance by the architect and engineer of record.
    - b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, Consultant may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire Project following the cover sheet.)
    - c. Information Available to Bidders: Drawing sheets such as surveys, "as-constructed" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with Port's.
    - d. Architectural sheets including floor plans with room numbers (using Port room number system), door, window and finish schedules, roof plans, interior and exterior elevations, multiple building, wall and assembly sections, details and all appropriate cross-references as required only per scope.
    - e. Interior signage to include room and building identification, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the Project. Coordinate and delineate electrical connections and power requirements.
    - f. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and pipe, culvert, beam, and column schedules as required only per scope.
    - g. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and equipment, fan, fixture, and other necessary schedules and drawing information with an indication

that the mechanical/electrical systems from the Activity II FEC/LCCA analysis have been incorporated into the documents as required only per scope.

- h. Fire sprinkler sheets including reflected ceiling plans, sections, details, riser and other diagrams, fixture equipment and other necessary schedules and drawing information as required only per scope.
- i. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel, and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the FEC/LCCA analysis have been incorporated into the documents.
- j. Landscape Architecture, Interior Design, and other subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules, and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline as required only per scope.

(D) Project Manual. Consultant shall review and coordinate with Port regarding the preparation of the following:

1. Any supplemental information required from Consultant to assist in Port's completion of Division 00 procurement and contracting requirements with respect to the foregoing documents and regarding any other agreements necessary for construction of the Project. Include documents made necessary by the Bidding Method chosen by Port. However, in no case will Consultant amend or delete items from these documents without prior written approval from County.
2. A Project specific set of Division 01 specifications based upon guide documents provided by Port, including all schedules, lists and inventories as required to complete Port's guide documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, etc.
3. Final specification sections for remaining Divisions or detailed notes on drawings organized and formatted as required for the set of 50% progress specifications.
4. Approved alternate bid items, if required and authorized by Port, to bring the Project within the Fixed Limit of Construction Cost (FLCC) which would permit Port in its sole discretion to accept or reject portions of the construction of the Project.

(E) Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions. (ASPE Level 4 – Construction Documents Estimate)

(F) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by County and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.

(G) A final keying organizational diagram and keying schedule based on Port requirements.

3.06.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to County).

3.06.04 If, in the Contract Administrator's sole opinion, the Project merits a construction documents activity estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services. If an estimate or cost analysis was required the Contract Administrator for a previous activity of the Project, Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator

3.06.05 Consultant shall make all required changes or additions and resolve all questions on the documents. The 90% complete Check Set shall be returned to Port. Upon final approval by Port, Consultant shall furnish to Port without additional charge, three (3) record copies, signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this Project.

3.06.06 Consultant shall, with Port's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of this deliverable and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency.

Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. Permit, review, and similar fees shall be paid by Port.

- (A) Consultant or its licensed subconsultants shall provide services to apply for all jurisdictional approvals.
  - (B) Consultant shall attend and provide representation at all review meetings, workshops, hearings, and Commission/Council meetings concerning the Project as conducted by other jurisdictional agencies. Consultant shall submit documents, attend meetings, and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project.
  - (C) Any changes to the Project drawings or Project Manual or other supporting document made necessary by jurisdictional reviews shall be made by Consultant at no additional cost.
  - (D) Port will notify Consultant when permits will be transferred to the responsibility of the Contactor for the Project.
- 3.06.07 Staff from each of Consultant's major technical disciplines and subconsultants as necessary shall attend coordination, review, and presentation meetings with Port to explain the development of the design concept and technical resolution of their respective building or site systems for both the 60% and 90% submittals.
- 3.06.08 The Contract Administrator's review and approval of the drawings, specifications, calculations, and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy, and completeness.
- 3.06.09 Port's review and approval of the drawings, specifications, calculations, and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy, and completeness.
- 3.06.10 Provide updated equipment and furnishing drawings and equipment and furnishing schedules. Indicate "In Contract" and "Not in Contract" furniture and equipment items, loose furniture, and systems furniture.
- (A) Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes, and indicators required for earlier submittals. Supplement with drawing notations concerning installation.
  - (F) Finish Plans indicating limits of all finishes, identifying transitions and details of same. Provide elevations where more than one wall finish is to be applied to a vertical surface. Include building section and elevation references, ceiling heights if above 9' above finish floor, room names and numbers. Provide Finish Schedules

and Legends for floors, walls, and ceilings, at a minimum; identifying materials and their associated finish. Provide or identify where to find specification for colors and finishes of all trim, doors, baseboards, etc.

**3.07 Phase II - Construction Documents (100%):**

3.07.01 Upon 100% completion of the Construction Documents, Consultant shall submit to County five (5) copies (3) - full size, (2) – half-size (typically 11" X 17") of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost, and such other documents as reasonably required by County. The 100% construction documents shall conform to County's requirements. Consultant shall coordinate Project specific requirements with other participating County review agencies (Office of Economic and Small Business Development OESBD, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.07.02 All documents for this activity shall be provided in both hard copy and in electronic media:

(A) "Project Transmittal Form" in accordance with Section 1.02.04

(B) General Requirements:

1. Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the Project Manual are complete, and comply with the current edition of the Florida Building Code.
2. When requested by County, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the Project Manual.
3. Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate only if it occurs during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

(C) Drawings: The drawings shall include, in addition to the document requirements specified above, the following:



1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
2. Plans and details including, but not limited to:
  - a. Cover sheet including a table of contents and statement of compliance by the architect and engineer of record.
  - b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, Consultant may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire Project following the cover sheet.)
  - c. Information Available to Bidders: Drawing sheets such as surveys, “as-constructed” drawings, and other graphic material provided and clearly marked as “Information Available to Bidders” shall be provided within the drawing set after coordination with Seaport Engineering and Construction Division.
  - d. Architectural sheets including floor plans with room numbers, door, window and finish schedules, roof plans, interior and exterior elevations, multiple building, wall and assembly sections, details, and all appropriate cross-references.
  - e. Interior signage to include room and building identification, monument sign, directional signage, wayfinding, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the Project. Coordinate and delineate electrical connections and power requirements.
  - f. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and pipe, culvert, beam, and column schedules.
  - g. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams, equipment, fan, fixture, and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Activity II FEC/LCCA analysis have been incorporated into the documents.
  - h. Fire sprinkler sheets including reflected ceiling plans, sections, details, riser and other diagrams, fixture equipment and other necessary schedules and drawing information.
  - i. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel, and other schedules; and other drawing information with an indication that the mechanical/electrical systems from

the Activity II FEC/LCCA analysis have been incorporated into the documents.

- j. Landscape Architecture, Interior Design, and other subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules, and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.
- k. A phasing plan to delineate the order of the construction and delineating staging and storage areas, maintenance of traffic, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.

(D) Project Manual. Consultant shall review and coordinate with County regarding the preparation of the following:

- 5. Any supplemental information required from Consultant to assist in County's completion of Division 00 procurement and contracting requirements with respect to the foregoing documents and regarding any other agreements necessary for construction of the Project. Include documents made necessary by the Bidding Method chosen by County. However, in no case will Consultant amend or delete items from these documents without prior written approval from County.
- 6. A Project specific set of Division 01 specifications based upon guide documents provided by County (or, in the absence of County guide specification documents, from Consultant's own specifications as previously coordinated with County), including all schedules, lists and inventories as required to complete County's guide documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, etc.
- 7. Final specification sections for remaining Divisions or detailed notes on drawings organized and formatted as required for the set of 60% progress specifications.
- 8. Approved alternate bid items, if required and authorized by County, to bring the Project within the Fixed Limit of Construction Cost (FLCC) which would permit County in its sole discretion to accept or reject portions of the construction of the Project.

(E) Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions. (ASPE Level 4 – Construction Documents Estimate)

(F) A letter from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by County and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.

(G) A final keying organizational diagram and keying schedule based on county requirements.

3.07.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to County).

3.07.04 If, in the Contract Administrator's sole opinion, the Project merits a construction documents activity estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous activity of the Project, Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator

3.07.05 Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to County. Upon final approval by County, Consultant shall furnish to County without additional charge, three (3) record copies, signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this Project.

3.07.06 Consultant shall, with County's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Activity IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency.

Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. Permit, review, and similar fees shall be paid by County.

- (A) Consultant or its licensed subconsultants shall provide services to apply for all jurisdictional approvals.
  - (B) Consultant shall attend and provide representation at all review meetings, workshops, hearings, and Commission/Council meetings concerning the Project as conducted by other jurisdictional agencies. Consultant shall submit documents, attend meetings, and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project.
  - (C) Any changes to the Project drawings or Project Manual or other supporting document made necessary by jurisdictional reviews shall be made by Consultant at no additional cost to County.
  - (D) County will notify Consultant when permits will be transferred to the responsibility of the Contactor for the Project.
- 3.07.07 Staff from each of Consultant's major technical disciplines and subconsultants as necessary shall attend coordination, review, and presentation meetings with County to explain the development of the design concept and technical resolution of their respective building or site systems for both the Activity III 60% and Activity III (100%) Submittals.
- 3.07.08 The Contract Administrator's review and approval of the drawings, specifications, calculations, and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy, and completeness.
- 3.07.09 County's review and approval of the drawings, specifications, calculations, and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy, and completeness.
- 3.07.10 Provide updated equipment and furnishing drawings and equipment and furnishing schedules. Indicate "In Contract" and "Not in Contract" equipment items, loose furniture, and systems furniture.
- (A) Finish Plans indicating limits of all finishes, identifying transitions and details of same. Provide elevations where more than one wall finish is to be applied to a vertical surface. Include building section and elevation references, ceiling heights if above 9' above finish floor, room names and numbers. Provide Finish Schedules and Legends for floors, walls, and ceilings, at a minimum; identifying materials and their associated finish. Provide or identify where to find specification for colors and finishes of all trim, doors, baseboards, etc.

3.07.11 Construction Documents (100%) Deliverables (Section reference in parenthesis):

- (A) Transmittal Form (3.07.02A).
- (B) Construction Document Drawings (3.07.02C) which are signed and sealed
  - 1. Title Sheet
  - 2. Site Demolition Plan
  - 3. Civil Site Plan
  - 4. Landscape Plan
  - 5. Irrigation Plan
  - 6. Geotechnical Report
  - 7. Full Floor Plans
    - a. Demolition Plans
    - b. Furniture/Equipment Plan
    - c. Detailed Plans
    - d. Reflected Ceiling Plans
    - e. Life Safety/Accessibility Plans/Code Analysis
    - f. Roof Plans
    - g. Phasing Plans
  - 8. Exterior Elevations
  - 9. Interior Elevations
  - 10. Building Sections
  - 11. Wall Sections
  - 12. Building Details
  - 13. Interior Signage
  - 14. Structural Drawings
  - 15. Mechanical Drawings
  - 16. Fire Sprinkler Drawings
  - 17. Electrical Drawings
  - 18. Furniture, Fixtures and Equipment Plans and Schedules
  - 19. Finish Plans, (Elevations if needed) and Schedules
  - 20. Three-dimensional views
- (C) Engineering Calculations (3.07.02B3)
- (D) Project Manual (3.07.02D)
- (E) Energy Code Forms (3.05.02B)
- (F) Project Schedule (3.05.02E)
- (G) Cost Estimate (3.07.02E)
- (H) Color Boards (3.07.10H)
- (I) Response to Previous Comments (3.07.02F)
- (J) LEED Requirements (3.05.05)
- (K) Hard copies as specified in 3.07.01.
- (L) BIM Model, BIM Execution Plan (BIMxP), model progression schedule and electronic media per Attachment 3 – BIM and Electronic Media Requirements.

**3.08 Phase III - Bidding and Award of Contract**

- 3.08.01 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, approval by Port of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award activity of the Project, Consultant shall assist Port in obtaining bids and awarding construction contracts. Bidding and award of the construction contract is planned to be a Negotiated Agreement as further detailed below.
- 3.08.02 Consultant shall assist Port in conducting negotiations with a Managing General Contractor (Construction Manager) or other similar entity to establish a Guaranteed Maximum Price and other contractual issues related to the establishment of a construction contract with the Managing General Contractor.
- 3.08.03 Consultant will incorporate County's Standard Form Construction Documents (as provided by County for alternative construction delivery) for this into the Project Manual and shall make final modifications to the Project Manual to reflect results of Port's negotiations with the Managing General Contractor. Port will coordinate any deviations from the Standard Form Construction Documents in advance with Consultant and County's Office of the County Attorney.
- 3.08.04 Consultant shall assist Port and the Contractor in obtaining permits, approvals, and authorizations from jurisdictional agencies with authority over the Project. Consultant shall, as requested by Port, meet on an as-needed basis with jurisdictional agencies in order to clarify or explain submitted documents and to ascertain the scope and intent of review comments made by those jurisdictional agencies. Consultant shall provide graphic and written documents as necessary to facilitate these jurisdictional reviews, including issuing revised drawings and specifications in response to review comments and/or other concerns generated by those jurisdictional agencies without additional cost to Port.
- 3.08.05 Consultant shall assist Port's review of the Managing General Contractor's bidding activities and make recommendations concerning the conduct and result of that bidding. These activities shall include investigating the qualifications of bidders and provision of a written recommendation for bid award. Consultant shall review and, upon request of Port, prepare Contract Price Element Adjustment Memoranda made necessary by the Contractor's bidding activities, changes requested by Port, and/or other circumstances affecting the Project's GMP structure.
- 3.08.06 Consultant shall provide to Port's Contract Administrator two (2) reproducible copies of the finalized construction contract documents, including all drawings and specifications. Port will be responsible for printing the documents and distributing them to the Managing General Contractor. Port reserves the right to instruct

Consultant to print the construction contract documents (including drawings and specifications) and distribute them to the Managing General Contractor, either through its open agreements with printing firms or as a reimbursable service through Consultant.

- 3.08.07 Consultant shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to County.
- 3.08.08 Consultant shall attend coordination meetings, negotiation meetings, pre-bid conferences and bid openings as scheduled by Port and the Managing General Contractor.
- 3.08.09 Consultant shall prepare addenda, if any are required, for Port to issue to the Managing General Contractor. No addenda shall be issued without Port's approval and if dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised, signed, sealed, and issued as addendum drawings as directed by Port. Extensive modifications to specification section(s) shall be prepared as replacements of the entire specification section(s).
- 3.08.10 Consultant shall advise and consult with Port in awarding and assisting in the preparation of any agreements necessary for the construction of the Project, including, without limitation, that form of agreement between County and Contractor.
- 3.08.11 If the Guaranteed Maximum Price exceeds Port's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject the negotiations with the Managing General Contractor and initiate negotiations with alternatively selected firms within a reasonable time with no change in the Project, (C) direct Consultant to revise the Project scope or quality, or both, as approved by the Contract Administrator, and reinstate negotiations with the Managing General Contractor, or (D) suspend or abandon the Project.
- 3.08.12 Under Article 3.08.11(C) above Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Guaranteed Maximum Price within Port's available funds for the Project. Port may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.08.11(C) above. Port agrees to discuss this issue with Consultant prior to exercising this option.
- 3.08.13 If an estimate or cost analysis was required Port for this activity, Consultant shall utilize Consultant's cost estimator, or a replacement acceptable to County, to analyze

bids and to assist in the preparation of any modified documents that may be required to ensure successful negotiations with the Managing General Contractor.

**3.09 Phase IV - Administration of the Construction Contract:**

- 3.09.01 Construction activities will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by Port. During this period, Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between County and the Contractor.
- 3.09.02 Consultant, as the representative of the County during Construction, shall advise and consult with Port and shall have authority to act on behalf of Port within the limits established by this Agreement and the Contract Documents. Consultant shall contemporaneously provide Port with copies of all communications between Consultant and Contractor and others concerning matters material to the cost, time, sequence, scope, performance, or requirements of the Project.
- 3.09.03 Consultant and Consultant's respective Sub-consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by Consultant. The Subconsultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- (A) Consultant shall visit the site at least once per week from the time construction begins until substantial completion on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. Consultant shall coordinate the timing of these visits with Port's Representative to permit joint observations of the progress of the Work and discussions about Project issues. Based on on-site observations, Consultant shall keep Port informed of the progress and quality of the Work. Consultant shall promptly submit to Port a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.
- (B) Consultant shall, based upon its on-site visits, promptly report to Port any defects and deficiencies in the Work coming to the attention of Consultant and shall endeavor to guard County against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as Port's staff, are also observing the work on behalf of Port. Consultant shall make on-site



observations utilizing the same personnel over the course of the Work and shall, if requested by Port, replace personnel whom Port has found to be incompetent or unacceptable.

(C) Consultant shall not have control over, or charge of, nor be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 3.09.04 Consultant shall always have access to the Work wherever it is in preparation or progress. Consultant and the subconsultants shall review and advise Port as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, Port may at its discretion require Consultant and all subconsultants to regularly submit additional written materials or forms to Port relating to or regarding the Project or its progress.
- 3.09.05 Consultant shall assist Port in determining the amounts owing to Contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Port may request. The certification of a Certificate for Payment shall constitute a representation by Consultant to Port, based on Consultant's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that Consultant has made any examination, other than information which has come to Consultant's attention, to ascertain how and for what purpose Contractor has used the moneys paid by Port.
- 3.09.06 Requests for Information (RFIs): Consultant shall interpret submitted requests and provide recommendations and/or instructions concerning the requirements of the Contract Documents by the written request of either the Port or Contractor. Consultant's response to such requests shall be made within 5 working days or within any prior time limits agreed upon by the Port. Consultant shall render written advisory decisions on all claims, disputes, and other matters in question between Port and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. RFI's are not intended to replace routine communications, a submittal, a safety plan or schedule, transmittal, or a

documentation method. If insufficient information is provided to allow the Consultant to offer a recommendation or instructions, Consultant shall request Contractor to provide the additional information required in a timely manner.

- 3.09.07 All interpretations and advisory decisions of Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter Consultant shall endeavor to secure faithful performance by both Port and Contractor and shall not show partiality to either.
- 3.09.08 Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. Consultant shall not have authority to stop the Work without approval of Port. Whenever, in Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work can then be fabricated, installed or completed, but Consultant shall take such action only after consultation with Port. Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Consultant shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing. However, neither this authority of Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of Consultant to Contractor or other third parties performing portions of the Work.
- 3.09.09 Contractor Submittals: Consultant shall promptly review and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within ten (10) working days of receipt by Consultant unless Port and Consultant otherwise mutually agree.
- (A) Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.
- (B) Should Consultant have to reject submittals of shop drawings, product data, samples, or other required Contractor submittal due to Contractor's non-compliance more than two (2) times, then Consultant shall be due additional services for each subsequent review. Fees for such additional services shall be negotiated by Contract Administrator with Consultant according to Article 6 of the

Agreement and for an hourly rate not to exceed the average hourly rate for all personnel specified in this Agreement's Exhibit B, Maximum Billing Rates.

3.09.10 Consultant shall coordinate with and assist Port concerning Contract Modifications including the development, review, recommendation for approval, and processing of Contract Price Element Adjustment Memoranda (CPEAM's), Change Orders and Amendments to the construction contract including County's or other jurisdictional authority's required review of such Contract Modifications for Code Compliance Consultant shall:

- (A) Meet with Port prior to the preparation of CPEAM's, change order items or Amendments to ensure that proposed changes comply with applicable codes.
- (B) Reconcile Consultant's analysis of proposed Change Order amounts with an analysis provided by Consultant's cost estimator and provide Port with a recommendation concerning the respective cost studies.
- (C) Submit written and graphic information documenting proposed changes for formal review by Port and municipal or other jurisdictional agencies for code compliance and any necessary permitting.
- (D) Consultant shall review and indicate concurrence through signing CPEAM forms, change orders and Amendments for Port's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be affected by written order issued through Port. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.
- (E) Consultant shall process, prepare, and issue request for proposals and other contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed twenty-one (21) days. Consultant shall provide written notification to Port concerning those modification documents requiring more than twenty-one (21) days processing time with an attached explanation of the circumstances requiring longer processing time.
- (F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of Port.

3.09.11 Consultant shall conduct thorough site observations, make recommendations and otherwise assist Port in determining the dates of substantial completion and final

completion, shall review, approve, and forward to Port for Port's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final Certificate for Payment. At substantial completion, Consultant shall prepare a punch list of observed items requiring correction, completion, or replacement by Contractor. Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, complete versions of final, approved shop drawings and other submittals organized by specification section, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. Provide electronic versions of these materials. Consultant and the subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of Port's personnel as required by the Contract Documents. Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents and ready for use by the Port.

- 3.09.12 Consultant shall review, approve and/or certify Contractor's submittal of as-constructed survey documentation, (including Computer Aided Design (CAD) and/or other hardcopy or electronic media documents) as may be required by jurisdictional agencies with authority over the Project.
- 3.09.13 Consultant shall within sixty (60) days of final acceptance provide the Contract Administrator with prints and electronic media copies of the original drawings, which Consultant has revised to conditions based on information furnished by the Contractor (redlined prints and other "as-constructed" information) as Project Record Documents (Record Set). The Contractor's original marked drawings shall be submitted to the Contract Administrator with the updated prints and electronic media files prepared by Consultant. These prints and electronic media copies shall become the property of Port. Submittal of these documents to the Contract Administrator is a condition of final payment to Consultant. Electronic media shall comply with negotiated electronic media submittal requirements premised on Attachment 3, BIM and Electronic Media Submittal Requirements.
- 3.09.14 Consultant shall assist the Contract Administrator in coordinating and supervising vendor delivery and set-up of those "not-in-contract" furniture and equipment items.
- 3.09.15 Provide on-site Resident Project Representative Services.  
(A) The Consultants Resident Representative shall be stationed at the site, full time and shall be responsible for assisting the Consultant in the administration of the Contract. Through the observations of the Resident Project Representative, the Consultant shall endeavor to provide further protection to Broward County against defects and deficiencies in the Work. Apart from such further protection, the rights, responsibilities, and obligations of the consultant as described in the

Agreement between Broward County and the Consultant shall not be modified by the furnishing of such on-site Resident Project Representative.

(B) Selection of the on-site Resident Project Representative by the Consultant shall have the written approval of the Contractor Administrator prior to commencement of services.

(C) The on-site Resident Project Representative shall:

1. Perform on-site observations of the progress and quality of the work as may be reasonably necessary to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Consultant and Contract Administrator immediately if the Work does not conform to the Contract Documents or requires special inspection or testing.
2. Monitor the Contractors construction schedule on an ongoing basis and alert the Consultant and Contractor Administrator to conditions that may lead to a delay in completion of the Work. Review and maintain a working knowledge of the terms and conditions of the General Contractors Agreement with Broward County.
3. Receive and respond to request from the Contractor for information, and when authorized by the Consultant, provide interpretations to the Contract Documents.
4. Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Port. If they are accepted, prepare Consultant's supplemental instructions, incorporating Consultant's modifications to the Contract Documents.
5. Attend meetings as directed by the Port and report to the Consultant on the proceedings.
6. Observe tests required by the Contract Documents. Record and report to the Consultant on test procedures and test results; verifying testing invoices to be paid by Port.
7. Maintain Project records in an orderly manner. Project records include correspondence, Contract Documents, Change Orders, Request for Information, Field Instructions, Field Bulletins, reports of site meetings, shop drawings, submittal and product data, supplementary drawings, color schedules, samples, request for payments; and names, addresses, and telephone numbers of Contractor, Subcontractors, and principal material suppliers.
8. Maintain a logbook of activities at the site to include verbal instructions and interpretations given to the Contractor and any specific observations. Record any occurrence or Work that might result in a claim for a change in the Contract sum or time.

9. Assist the Consultant in the review of Shop Drawings, Product Data and Samples. Notify Consultant if any Work has commenced prior to Shop Drawing or product Sample approval. Receive and log samples required by the Contract Documents. Record the Consultant's approval of samples, shop drawings or other actions. Maintain custody of all approvals/samples.
10. Observe the Contractor's record copy of the as-constructed condition of the Drawings, Specifications, Addenda, Change Orders, and other Modifications along with each monthly pay application submittal. Notify the Consultant of any apparent failure by the Contractor to maintain up to date records.
11. Review Applications for Payment and forward to the Consultant with recommendations for disposition.
12. Review the list of punch list items to be completed or corrected by the Contractor upon the request for issuance of a Certificate of Substantial Completion. If the punch list is accurate, forward it to the Consultant for final disposition. If the punch list is inaccurate, advise the Consultant to return it to the Contractor for correction and resubmittal.
13. Assist the Consultant in conducting inspections to determine the date of Substantial Completion and the Date of Final Acceptance.
14. Assist the Consultant in the receipt and transmittal to the Contract Administrator of documentation required of the Contractor for Substantial Completion and Final Acceptance of the General Contractors Work.

**3.10 Phase V - Warranty Administration and Post-Occupancy Services:**

- 3.10.01 For one year following substantial completion of the Project, Consultant shall assist Port, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the Project with County and report any observed discrepancies to Port and Contractor.
- 3.10.02 Consultant, with Subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy walk through and Evaluation which will be scheduled by Port at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, Consultant shall:
- (A) Assist Port in reviewing the built Project on site;
  - (B) Participate in and assist Port in conducting interviews with principal building occupants and users;
  - (C) Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment, and systems; the Project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the Project, the effectiveness of administrative and

managerial procedures utilized by Port, Consultant and the Contractor, and recommendations concerning future design and construction of the same or similar building types.

(D) Assist Port in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.

(E) Participate in presentations of the Post-Occupancy report as required to County Commissioner, County Administrator, and/or the public as required.

3.10.03 Provide Warranty Administration and support for furniture, fixtures, and equipment for a minimum one-year post-installation period (starting from date of installation, inspection and final acceptance by the Contract Administrator) and extending through any extended or special warranty periods associated with individual furniture, fixture or equipment items.

**Exhibit A, Attachment 1  
Project Schedule**

Project No: PNC2123285P1  
Project Title: Cruise Passenger Terminal 4 and Berth Improvements

The required project schedule milestones for this project are presented below. Items in **bold** have mandatory and fully enforceable dates under the Agreement, each of which are stated in **bold** below. Other items are provided for informational purposes and their estimated completion dates are listed in Attachment 2.

ACTIVITY	COMPLETION DATE
<b>Phase I - Design Development</b>	<b>April 8, 2022</b>
Phase II - Construction Documents	See Exhibit A, Attachment 2 for Estimated Completion Dates for Milestones within this Phase
30% Construction Documents	See Exhibit A, Attachment 2 for Estimated Completion Date
60% Construction Documents	See Exhibit A, Attachment 2 for Estimated Completion Date
<b>90% Construction Documents</b>	<b>July 20, 2022</b>
100% Construction Documents	See Exhibit A, Attachment 2 for Estimated Completion Date
Phase III – Permitting, Bidding, and Award of Contract	See Exhibit A, Attachment 2 for Estimated Completion Dates for Milestones within this Phase
Phase IV - Administration of the Construction Contract	See Exhibit A, Attachment 2 for Estimated Completion Dates for Milestones within this Phase
<b>Substantial Completion Date:</b>	<b>October 1, 2023</b>
<b>Final Completion Date:</b>	<b>November 15, 2023</b>
<b>Phase V - Warranty Administration and Post-Occupancy Services:</b>	<b>October 1, 2024</b>



**Exhibit A – Attachment 2 - Project Milestone Schedule**

## **Exhibit A, Attachment 3 BIM and Electronic Media Submittal Requirements**

### **Introduction**

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates, and archives information concerning its various construction programs for the County. To that end, County's standard Professional Services Agreements for Consultant services and Construction Agreements for construction services require submittal of documents produced on electronic media. The County requires Building Information Modeling (BIM) based design, documentation, and construction deliverables, scaled to the County's needs, especially for all major projects, including all new construction. These BIM processes are achieved through collaborative efforts of the Consultant and the Contractor and generally conclude with the completion of the Consultant's Design Model and a Contractor's As-Constructed Model as outlined in the Scope of Work and in the BIM Project Execution Plan (BIM PxP).

For projects utilizing BIM delivery, Consultant and Contractor will provide native BIM format and Industry Foundation Class (IFC) electronic BIM deliverables in addition to all other electronic copies of hardcopy submissions and other files that support the intent of the project at all project milestones. Data interoperability is important to the County. Design Authoring software shall be used throughout the project lifecycle and shall be parametric. It is also important that nationally defined standards and protocols be used when developing BIM's so that data may be normalized for multiple uses, now and in the future. Most current versions of standards such as the National BIM Standards, BIMForum LOD Specification Part 1 and Commentary, OmniClass, Unifomat and MasterFormat, should be used whenever possible.

The Consultant will derive any two-dimensional (2D) deliverables from the Building Information Model. Further, it is the intent of the County to require open-standard facility management data as a project deliverable at all milestones. An important goal is to not only enhance the value of all team efforts to efficiently design and construct lean, new and renovated construction projects using BIM, but also to assist in achieving a dependable use and development of BIM across multiple building types and for a wide range of County agencies.

Predictable, reliable, and uniform data will help to ensure a building dataset that will facilitate ongoing building operation and maintenance protocols. Project Consultant shall initiate and jointly develop BIM.

Definitions and Identifications for BIM terms used in this Attachment, requirements for electronic media, the BIM/CADD Standard of Care, LOD, and other requirements are presented in Sections 1, 2 and 3 of this Attachment. Wherever possible, develop through a collaborative approach involving all Project Consultants, Contractors, and applicable County staff.

**Table of Contents - Attachment 3:**

**Introduction**

**Section 1 - Definitions and Identifications**

**Section 2 - Electronic Media**

**Section 3 - BIM/ CADD Standard of Care, Level of Development (LOD)**

**Section 4 - BIM Execution Plan (BIM PxP) *(Template to be completed)***

**Section 1      Definitions and Identifications**

The following BIM oriented definitions and identifications in this Section apply to this Attachment 3 unless the context, the Agreement in which the word or phrase is used, requires a different definition. In the event of a conflict, the Contract Administrator will determine its final resolution:

- 1.1 **3D Coordination & Conflict Analysis:** A process in which clash detection software is utilized during the coordination process to determine field conflicts by comparing 3D models of building systems. The goal of clash detection is to eliminate the major system conflicts prior to installation.
- 1.2 **As-Constructed BIMs:** Multiple Construction BIMs, delivered and validated by the Contractor before closing-up spaces and reviewed by the Consultants that represent the final As-Constructed building and components, including embedded data as required by the Contract Documents.
- 1.3 **Asset Management:** A process in which an organized management system will efficiently aid in the maintenance and operation of a facility and its assets. Asset Management utilizes the data contained in a record model to determine cost implications of changing or upgrading building assets, segregate costs of assets for financial tax purposes, and maintain a current comprehensive database that can produce the value of a company's assets.
- 1.4 **Augmented Reality Simulation (AR):** A Model Use where 3D models - combined with other technologies - allow users to experience virtual objects superimposed on top of physical objects or places, thus allowing images from the physical and virtual worlds to appear as one. AR is typically experienced through hand-held screens, wearables, holograms, and projections.
- 1.5 **BIM:** Building Information Modeling as such term is defined by the US National Building Information Model Standard Project Committee. BIM is not a specific product or technology, instead it's a collection of software applications and processes designed to facilitate coordination and project collaboration through a facilities lifecycle. BIM is a process for developing design, construction and operations and maintenance documentation by virtually constructing a building, bridge, or other form of infrastructure – before anything is built. As used herein, the BIM may also refer to a specific model derived from the BIM process (sometimes redundantly identified as a BIM model). References to Building Information Model, BIM, or the Model, include the primary design model or models and all linked, related, affiliated or subsidiary models developed for

- design, analysis, estimating, detailing, fabrication, construction, operation or maintenance of the project, or any portion or element of the project.
- 1.6 **BIM Project Execution Plan (BIM PxP or PxP):** A document that defines the appropriate uses for Building Information Modeling on a project (e.g., design authoring, design review and 3D coordination), along with a detailed design and documentation process for executing BIM throughout a facility's lifecycle, team contacts, team responsibilities, team roles, definitions, delivery methods / formats, LOD matrix, workflow and process maps are among other information outlined in the BIM PxP.
  - 1.7 **Building Maintenance Scheduling:** A process in which the functionality of the building structure (walls, floors, roof, etc.) and equipment serving the building (mechanical, electrical, plumbing, etc.) are maintained over the operational life of a facility.
  - 1.8 **BIM2Field:** See definition for Digital Layout.
  - 1.9 **CAD/CADD:** Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format. CAD represents all pre-BIM digital tools and their 2D/3D deliverables.
  - 1.10 **CAD/BIM Manager:** The System Administrator and/or person responsible for leading the BIM implementation processes within an organization and supporting it in developing/delivering new BIM services and model-based efficiencies. Also responsible for the management of all CAD and BIM data and processes.
  - 1.11 **CAFM – Computer Aided Facility Management:** A software platform that streamlines facilities management and maintenance. CAFM software spans space and workplace management, asset management, project management, building operations, preventive maintenance, and more. These systems leverage facilities data and drawings into performance metrics and planning tools to optimize the process of managing facilities.
  - 1.12 **CIM - Sub-Surface:** Civil Information Modeling and subsurface utility mapping that relates and is coordinated with the building modeling.
  - 1.13 **Clash Detection - Clash Rendition:** A process in which clash detection software is used during the coordination process to determine field conflicts by comparing 3D models of building systems prepared by different disciplines. Rendition or the visual representation of the native-format model file is be used specifically for spatial coordination processes. The key benefit is to eliminate major system conflicts prior to installation, reducing errors, and hence costs, prior to commencement of construction.
  - 1.14 **CMMS:** Computerized Maintenance Management System. A software system that provides maintenance managers a detailed look into the maintenance of a facility and keeps track of work costs and orders, machine history, labor records and critical equipment and can generate preventive maintenance work orders.
  - 1.15 **Code Validation:** A process in which code validation software is utilized to check model parameters against specific codes.
  - 1.16 **Commissioning:** The process of verifying in new construction that agreed upon building systems achieve the County's project requirements.
  - 1.17 **Compatible Data:** Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the

electronic digital data files. It is the responsibility of Consultant to ensure this minimum level of compatibility.

- 1.18 **Constructability - PEER Review:** Constructability can be defined as a review of the building model along with drawings, specifications to determine feasibility to assembly the project in the manner documented. The review includes, but does not limit, evaluating and identifying efficiencies, assemblies, systems, and obstacles to construction.
- 1.19 **Construction System Design:** A process in which 3D System Design Software is utilized to design and analyze the construction of a complex building system (e.g., form work, glazing, tiebacks, etc.) in order to improve planning.
- 1.20 **Cost Analysis:** A process in which a BIM can offer a preliminary analysis of the costs of constructing a Project during the design process and provide cost benefit effects of additions and modifications with potential to save time and avoid budget overruns. The accumulation, examination, and manipulation of cost data for comparisons and projections.
- 1.21 **Cost Estimation:** A process in which a BIM is used to develop accurate quantity take-offs for the purpose of creating or validating cost estimates.
- 1.22 **Design Authoring:** A process in which 3D software is used to develop a BIM based on criteria that is important to the translation of the building's design. Design authoring tools are a first step towards BIM, connecting the 3D model with a database of properties, quantities, means and methods and schedules.
- 1.23 **Design for Maintenance:** An evaluation process where each object selected during design for inclusion in a BIM are evaluated for maintenance issues, such as recommended, or code required clearances to perform routine maintenance activates to include complete replacement of the object or any of its components.
- 1.24 **Design Model:** is an object-based 3D model generated by the Design Team (individually or as a group) for the purposes of design analysis, Clash Detection, and documentation.
- 1.25 **Design Reviews:** A process in which a 3D model is used to showcase the proposed design to the stakeholders and to help evaluate whether it has met deliverable requirements.
- 1.26 **Digital Fabrication:** A process that utilizes machine technology to prefabricate objects directly from a 3D Model. The Model is spooled into appropriate sections and input into fabrication equipment for production of system assemblies.
- 1.27 **Digital Layout - BIM2Field:** A process that allows information in a BIM to be transferred to digital layout tools for layout in conformance to the model. This information can be used to validate (QA/QC) the physical facility against the model.
- 1.28 **Disaster Planning - EM Preparation:** A process in which emergency responders would have access to critical building information in the form of model and information system. The BIM would provide critical building information to the responders, that would improve the efficiency of the response and, more importantly, minimize the safety risks. The dynamic building information would be provided by a building automation system (BAS), while the static building information, such as floor plans and equipment schematics, would reside in a BIM model. These two systems would be integrated via a wireless connection and emergency responders would be linked to an overall system. The



BIM coupled with the BAS would be able to clearly display where the emergency was located within the building, possible routes to the area, and any other harmful locations within the building.

- 1.29 **Electrical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective electrical system based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.30 **Energy Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective facility energy plan based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.31 **Existing Conditions Modeling:** A process in which a project team develops a parametric 3D model of the existing conditions for a site, facilities on a site, or a specific area within a facility. This model can be developed in multiple ways depending on what is desired and what is most efficient. Once the model is constructed, it can be queried for information, whether it be for new construction or a modernization project.
- 1.32 **Facility Data Exchange:** A process where a facility data schema is developed to ensure information is supplied to the BIM in electronic form so that it can be easily exchanged between the BIM and the organizations selected tool. The capability should include textural as well as graphic entities.
- 1.33 **Federated BIM:** A BIM model which links (does not merge) several single-discipline models together. Federated Models do not merge the properties of individual models into a single database. A federated model is useful for design coordination, clash avoidance and clash detection, approvals processes, design development, estimating and so on, but the individual models do not interact, they have clear authorship and remain separate. This means that the liabilities of the originators of the separate models are not changed by their incorporation into the federated model.
- 1.34 **IFC:** Industry Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingSmart.org/compliance/certified-software>
- 1.35 **Information Manager:** The BIM Protocol refers to and provides for the appointment of 'Information Manager' by the Consultants, Contractors or County. This is the project manager, or BIM Manager who is responsible for managing the processes of information exchange on projects, using BIM procedures and methods.
- 1.36 **Integrated Project Delivery\* (IPD):** The owner's goal who's primary motive is to bring the teams together early on in the project. A full implementation of BIM also requires the project teams to collaborate from the inception stage and formulate model sharing and ownership contract documents. \*NOTE: True IPD employs various constructs, many of which the County is precluded from using by state law. (such as the use of multi-party contracts, and profit sharing). The County's integrated delivery approach leverages aspects of IPD that are allowed by law.
- 1.37 **Laser Scanning and Point Cloud Integration:** A process where the application is the controlled steering of laser beams followed by a distance measurement at every pointing

direction. This is used to rapidly capture shapes of objects, buildings, and landscapes. The point cloud generated is then interpreted by software to create a BIM of the existing conditions.

- 1.38 **Life Cycle Assessment** - Life-cycle assessment (LCA, also known as life-cycle analysis) is a cradle-to-grave environmental impact assessment for built assets, in terms of materials and energy. The energy and materials used, along with waste and pollutants produced as a consequence of a product or activity, are quantified over the whole life cycle; the result representing the environmental load of that asset. ISO 14040 defines LCA methodology.
- 1.39 **Lighting Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective lighting method based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.40 **LOD:** Level Of Development Specification for Building Information Models. See Section 3 – BIM/CADD Standards of Care and the current edition of the BIMForum LOD Specification for additional information. <http://BIMForum.org/lof>
- 1.41 **Maintenance & Repair Information:** A function to allow the collection and storage of maintenance and repair information about objects brought into a BIM.
- 1.42 **Mechanical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective mechanical system design based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.43 **Model Progression Schedule/Agent Responsible Matrix (MPS):** A worksheet that is a guide for the project team to define model creation scope of work, minimum model level of development and responsible agent. The LOD will aid in determining the level of involvement of the project stakeholders from planning through facility turnover. This worksheet is intended to guide the project team in achieving project goals, accommodate required BIM uses, meet schedule requirements for the project and identify the responsible agents at differing phases of the project.
- 1.44 **Owner (County) Approval:** A business process which takes advantage of information stored in a BIM to help validate progress as well as observing that the County's intent for the facility is being honored both conceptually and contractually.
- 1.45 **Phase Planning - 4D Modeling:** A process in which a 4D model (3D models with the added dimension of time) is utilized to effectively plan the phased occupancy in a renovation, retrofit, addition, allow construction scheduling or to show the construction sequence and space requirements on a building site.
- 1.46 **Programming:** A process in which a spatial program is utilized to efficiently and accurately assess design performance in regard to spatial requirements. Use of the BIM model allows the project team to critically analyze space and understand the complexity of space standards and regulations for discussion with the County and other stakeholders.
- 1.47 **PxP:** Abbreviated form of (BIM PxP). See definition for BIM Project Execution Plan.

- 1.48 **RAW Image Format:** A camera raw image file contains minimally processed data from the image sensor of either a digital camera, a motion picture film scanner, or other image scanner. Raw files are named so because they are not yet processed and therefore are not ready to be printed or edited with a bitmap graphics editor.
- 1.49 **Quality Assurance/Quality Control - QA/QC:** QA/QC as a BIM Use refers to ensuring that the BIMs follow County requirements and all components of the approved BIM Execution Plan, and that the BIMs accurately represent the building geometry and data to meet the purposes for which they are developed.
- 1.50 **Quantity Take Off (QTO):** A model use representing how 3D models are used to calculate the quantity of Furniture, Fixtures and Equipment or building material to create a detailed measurement of materials and labor needed to complete a construction project. Estimators review drawings, specifications, and BIMs to find these quantities.
- 1.51 **Record BIMs:** The updated BIMs generated by the Architecture/Engineering Team of record that includes the Contractors' As-Constructed BIMs.
- 1.52 **Security - Key Management:** A process to identify and evaluate the security zones in the facility using BIM. The process includes identifying the door keys required for openings through the security perimeters established to ensure that the level of security defined is maintained.
- 1.53 **Site Analysis:** A process in which BIM/GIS tools are used to evaluate properties in a given area to determine the most optimal site location for a future project. The site data collected is used to first select the site and then the position the building based on engineering criteria (e.g., solar path, utility availability, hazardous material).
- 1.54 **Site Utilization Planning:** A process in which a 4D model is used to graphically represent both permanent and temporary facilities on site, with the construction activity schedule. Additional information incorporated into the model can include labor resources, materials and associated deliveries, and equipment location.
- 1.55 **Space Management:** A process in which BIM is utilized to effectively allocate, manage, and track space types, workspaces, occupancy, and resources within physical spaces.
- 1.56 **Specification Production:** A data based three-part specification system linked to the objects selected in a BIM which responds to any changes or alternatives items added or subtracted from the model.
- 1.57 **Structural Analysis:** A process in which analytical modeling software utilizes the BIM design authoring model to determine the behavior of a given structural system. Based on this analysis further development and refinement of the structural design takes place to create effective, efficient, and constructible structural systems.
- 1.58 **Tolerance:** Acceptable dimension or variation from precise material, fabrication, or assembled condition as a unit of measure to be specified allowable variations in strength, stability, dimension, the mix of a material, the performance of a system, temperature ranges and so on.
- 1.59 **Total Cost of Ownership / Service Life:** A financial estimate intended to help buyers and owners determine all direct and indirect costs of a product or system.



- 1.60 **Virtual Design and Construction (VDC):** The management of integrated multi-disciplinary performance models of design-construction projects, the work processes and organization of the teams to support business objectives.
- 1.61 **Virtual Reality Simulation (VR):** A Model Use where 3D models are part of an Immersive Environment where users experience simulated places, objects, and processes. As opposed to Augmented Reality Simulation, VR may require full 'immersion' within multi-projection rooms and/or through stereoscopic goggles and other specialized gear.
- 1.62 **Visualization:** Any technique for creating images, diagrams, or animations to communicate information. BIM can be used as a tool to show visual clarity of simple and complex systems and data to help understand project scope, design options, constructability, coordination and for QA/ QC.

## Section 2      Electronic Media

### 2.1      General Requirements:

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

### 2.2      BIM and CAD/CADD Graphic Formats:

2.2.1 Provide all CAD/CADD data in Autodesk, Inc.'s AutoCAD release 2021 or higher for Windows in native .dwg electronic digital format. CAD/CADD data required for Contract submittals shall be provided in native .dwg format. Provide copies of all drawing sheets or other CAD/CADD and/or PDF format produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.

2.2.2 Provide all BIM models and data in Autodesk Revit 2021 or higher. Provide all BIM and data in any of the following software formats:

- a. Autodesk, Inc. Revit 2021 or higher.
- b. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the Contract Administrator.

2.2.3 BIM data required for Contract submittals shall be provided in their native (.rvt typical) format.

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

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

- a. Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are Compatible Data with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.

2.2.6 Target platform: A personal computer with Windows 10 operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.

2.2.7 CAD/CADD Standards:

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

2.2.8 CAD/CADD Layering:

- a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, U.S. National CAD standards version 5 (V5). “CAD Layer Guidelines”, 2nd edition or later.
- b. Provide an explanatory list of which layers are used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
- c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities or Construction Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

2.2.9 Attribute Definitions:

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

2.2.10 Deviations from Standards:

- a. Submit a written request for approval of any deviations from the Contract Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations, and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's intended use and information systems.
- b. No deviations from the County's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- c. Contract Administrator reserves the right to review and comment AutoCAD files, BIMs, and other Digital Deliverables. If the Digital Deliverables do not comply with the provisions of the agreement between County and the External Project Team member, the External Project Team member will be required to correct the work at no additional cost to County or delay to the Project Schedule.
- d. Contract Administrator also reserves the right to review and comment Facility Data deliverables when required by contractual agreements. .

2.3 Non-BIM/CADD Graphic Format:

2.3.1 Provide digital photography files and other miscellaneous graphics in High Resolution JPEG, PDF in 600 dots per inch (dpi) or higher resolution or PNG format. Provide RAW files when available.

2.4 Non-Graphic Format:

2.4.1 Provide word processing files in Microsoft Word 2016 or higher compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.

2.4.2 Provide spreadsheet files in Microsoft Excel 2019 or higher for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.

2.5 Delivery Media and Format:

2.5.1 Submit copies of all BIM/CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals to 400 dots per inch (dpi) resolution.

2.5.2 Provide electronic digital data and files on labeled ISO-9660 CD-ROM., DVD's, Flash drives or other acceptable alternatives if approved by the Contract Administrator. Each device or disc shall contain identifying County project information in their disk name.

2.5.3 The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system. See also Section 2.2.

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

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

2.5.5 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

- a. Ensure that drawing sheets, viewports, paper-space, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
- b. Make sure all reference files are attached using a "relative" path setting and without device or directory specifications.
- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided with the delivery media.
- d. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- e. Check completed files are free of any known viruses or unrequired attachments.

## 2.6 Submittals / Deliverables:

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

2.6.2 Submit electronic media with a transmittal letter containing, as a minimum, the following information:

- a. The information included on the external label of each media unit (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.
- b. Brief instructions for transferring the files from the media.
- c. Confirm that all delivery media is 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 that has detected the latest known viruses at the time of delivery of the digital media.

2.6.3 Prime Contractors are responsible for ensuring that the Digital Deliverables prepared by their Subcontractors or Subconsultants comply with the standards and policies outlined in this document.

## 2.7 Ownership:

2.7.1 County has ownership and all rights to all finished or unfinished digital deliverables developed for this Project. Any digital deliverables generated under any County Consulting or Construction Agreements or Contracts, including those generated by the External Project Team Members' Subcontractors or Subconsultants, shall become the property of County. County will have unlimited use of the digital deliverables produced for the Project. County acknowledges that the digital deliverables are an instrument of service of the external project team member and that the author of the digital deliverable does not represent or guarantee that the digital deliverable will be useful to County for any purposes beyond those uses that they were authored.

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

2.7.3 Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from author except where otherwise limited within the Contract.

2.7.4 The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

2.7.5 All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

**2.8 Contract Administrator-Furnished Materials to the Construction Contractor:**

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

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

**2.9 Other Digital Information:**

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

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

**Section 3 BIM/CADD Standards of Care**

**3.1 General Provisions:**

3.1.1 The Model(s) shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final As-Constructed construction conditions. The deliverable 3D Model at all phases shall be developed to include as many of the systems described below as are necessary and appropriate to the

design/construction stage. The BIM shall be provided in an editable form and from its inception shall include automatic model positioning using a common reference point (Point of Origin), based on "Florida State Plane Coordinates" derived from the project survey.

3.1.2 The Model shall be developed using Building Information Modeling ("BIM") supplemented with Computer Aided Drafting and Design ("CADD") content as necessary to produce a complete set of Construction Documents.

3.1.3 The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project.

3.1.4 The following Level of Development (LOD) descriptions are summaries of Level of Development Specification for Building Information Models as developed by BIMForum. (<http://bimforum.org/lof>), current edition (2017 or later). **Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.** See also "Section 5 BIM Model Progression Schedule" for examples and graphic descriptions of Levels of Development. The following list is a simplified summary of the adopted Levels of Development:

- **LOD 100** elements are not geometric presentations. They may be symbols or other generic representations of information that can be derived from other model elements. Any information derived from LOD 100 elements must be considered approximate.
- **LOD 200** elements are represented graphically but are generic placeholders, e.g., volume, quantity, location, or orientation. Any information derived from LOD 200 elements must be considered approximate.
- **LOD 300** elements are graphically represented as specific systems, objects, or assemblies from which quantity, shape, size, location, and orientation can be measured directly, without having to refer to non-modeled information such as notes or dimension callouts.
- **LOD 350** elements are enhanced beyond LOD 300 by the addition of information regarding interfaces with other building systems. For example, an LOD 350 masonry wall element would include jamb conditions, bond beams, grouted cells, dowel locations, and joints – information that enables the model user to coordinate the wall element with other systems in the structure.
- **LOD 400** elements are modeled at sufficient detail and accuracy for fabrication of the represented component.

NOTE - County and the LOD Specification do not address **LOD 500** since that LOD relates to field verification and is not an indication of progression to a higher level of geometry or information.

3.1.5 The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project. LODs and Model Definition: There is no such thing as an “LOD ### model.” As previously noted, project models at any stage of delivery will invariably contain elements and assemblies at various levels of development. As an example, it is not logical to require an “LOD 200 model” at the completion of the schematic design phase. Instead, the “100% SD Model” will contain modeled elements at LOD 100 as well as various other levels of development. Consultants will be required to submit a LOD Model Progression as part of the Project Execution Plan.

### 3.2 Level of Development (LOD) – Expanded Descriptions

#### 3.2.1 LOD 100: (Predesign preferred) and Schematic Design (Basic Services)

- a. Model Content Requirements: Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.
- b. Potential Uses:
  1. Analysis: The Model may be analyzed based on volume, all spaces, area, solar orientation, and configuration by application of generalized performance criteria assigned to the representative Model Elements.
  2. Cost Estimating: The Model may be used to develop a cost estimate based on current area, volume, or similar conceptual estimating techniques (e.g., square feet of floor area, etc.), as opposed to components.
  3. Schedule: The Model may be used for project phasing and overall duration.

#### 3.2.2 LOD 200: Design Development (Basic Service)

- a. Model Content Requirements: Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements. Partitions and simple furniture models shall be included at this phase.
- b. Potential Uses:
  1. Analysis: The Model may be analyzed for performance of selected systems and orientation by application of generalized performance criteria assigned to the representative Model Elements.
  2. Cost Estimating: The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).
  3. Schedule: The Model may be used to show ordered, time-scaled appearance of major elements and selected systems.

#### 3.2.3 LOD 300: Construction Documents (Basic Service)



- a. Model Content Requirements: Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
  - b. Facility Management information: Consultant will be required to input all new products installed under the scope of work for this project in conformance with an agreed upon list in OmniClass Table 23 format per Table 1 herein.
  - c. Potential Uses:  
Suitable for the generation of traditional construction documents and shop drawings.
    - 1. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
    - 2. Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and industry estimating techniques.
    - 3. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
    - 4. Clash Detection. The Model may be used to identify architectural and engineering conflicts for primary systems and elements. Areas of study include HVAC ductwork and equipment, structural elements, above ground plumbing and drainage piping, fire sprinklers and risers.
- 3.2.4 **LOD 350**: Construction (Contractor to provide this LOD as part of its Scope of Work, using the Consultants model unless County elects Consultant to provide as Optional Service)
- a. Model Content Requirements: Model Elements are modeled as constructed assemblies, actual and accurate in terms of size, shape, location, quantity, and orientation. Clearances and access requirements to be included in model elements where applicable, (e.g., VAV access, HVAC access panels, equipment door swings, maintenance panel access, etc.). Non-geometric information may also be attached to modeled elements.
  - b. Potential Uses:
    - 1. Clash Detection. The model may be used to coordinate the configuration, installation, and positioning of all building elements.
    - 2. Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project.
    - 3. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
    - 4. Cost Estimating. The Model may be used to develop cost estimates due to change in project scope based on the specific data provided and estimating techniques.
    - 5. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

3.2.5 **Detailed BIM Delivery Breakdown for LOD 300 and 350:**

- a. **Architectural/Interior Design.** The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
  1. **Spaces.** The Model shall include spaces defining actual net square footage, net volume and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.
  2. **Walls and Curtain Walls.** Each wall shall be depicted to the exact height, length, width, materiality, and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.
  3. **Doors, Windows, and Louvers.** Doors, windows, and louvers shall be depicted to represent their actual size, type, and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.
  4. **Roof.** The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.
  5. **Floors.** The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.
  6. **Ceilings.** All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.
  7. **Vertical Circulation.** All continuous vertical components (i.e., non-structural shafts, architectural stairs, ramps, conveying systems, handrails, and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations, and sections in which such design elements are referenced.
  8. **Architectural Specialties.** All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections, and schedules in which such design elements are referenced.
  9. **Signage.** The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.
  10. **Schedules.** Provide door, window, hardware sets using Builders Hardware

Manufacturers Association (BHMA) designations, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.

- b. **Furniture.** The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 3D. 3D Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage. Additional minimum Model requirements include:
  1. **Furniture Coordination.** Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data. Models shall be sufficient to enable their use to demonstrate complete furniture mounted electrical and data installation locations.
- c. **Equipment.** The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements, and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.
  1. **Schedules.** Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.
- d. **Structural.** The structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
  1. **Foundations.** All necessary foundation and/or footing elements, with necessary intelligence to produce accurate plans and elevations.
  2. **Floor Slabs.** Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.
  3. **Structural Steel.** All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all

- necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.
4. Cast-in-Place Concrete. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.
  5. Precast/Tilt-up/CMU. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.
  6. Expansion Joints. Joints shall be accurately depicted.
  7. Stairs. All framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.
  8. Shafts and Pits. All shafts and pits, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.
  9. Openings and Penetrations. All major openings and penetrations.
- e. **Mechanical**. The mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 3/4" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:
1. HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.
  2. Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.
  3. Equipment Clearances. All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- f. **Plumbing**. All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. Piping shall include slope requirements.
1. Equipment Clearances. All equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- g. **Electrical/Telecommunications/Data**. The electrical and telecommunications systems Model may vary in level of detail for individual elements, but at a

minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1" Ø) field-routed conduit is not required to be depicted in the Model unless banks of 3 or more conduits are run on racks. Additional *minimum* Model requirements include:

1. Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general-purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details, and schedules. Lighting and power built into furniture/equipment shall be modeled. Whips servicing lighting fixtures are required to be modeled.
  2. Special Electrical. All necessary special electrical components (i.e., mass notification, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details, and schedules.
  3. Grounding. All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, cadweld locations and bonding), including necessary intelligence to produce accurate plans, details, and schedules.
  4. Telecommunications/Data. All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details, and schedules. Cable tray routing shall be modeled without detail of cable contents.
  5. Exterior Building Lighting. All necessary exterior lighting including all lighting fixtures, mounting details, relevant existing and proposed support utility lines, and equipment with necessary intelligence to produce accurate plans, details, and schedules.
  6. Exterior Electrical Equipment. All new transformers, pads, disconnects, site power receptacles, photocells, with necessary intelligence to produce accurate plans and details.
  7. Photovoltaic Panel Systems. Panels, transformers, inverters, fuses, switches, disconnects, communication panels and all underground conduit 1-1/2" or larger in diameter, with necessary intelligence to produce accurate plans and details.
  8. Electric Car Charging Stations. All new charging stations and conduit to point of power connection, including devices and disconnects, with necessary intelligence to produce accurate plans and details.
  9. Equipment Clearances. All electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- h. Fire Protection. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be

included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. All fire protection piping should be modeled. Additional minimum Model requirements include:

1. Fire Alarms. Fire alarm/mass notification devices and detection systems, audible and visual, shall be indicated with necessary intelligence to produce accurate plans depicting them.
  2. Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules, including necessary intelligence to produce accurate plans, details, and schedules.
  3. Exterior Fire Protection elements. All fire hydrants, fire department connections, valves and fire line piping shall be indicated with necessary intelligence to produce accurate plans depicting them on drawings.
- i. Security. The security system Model may vary in level of detail for individual elements, but at a minimum must include all devices and components that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include, but not limited to:
1. Closed Circuit Television (CCTV). Security cameras, devices, components, and detection systems shall be indicated with necessary intelligence to produce accurate plans depicting them on drawings.
  2. Emergency Notification systems. All relevant security protection components (i.e., panic buttons, card readers, door controls, monitoring stations, security computer room, room/ corridor sensors, audible/visible annunciators, and security control panels) with necessary intelligence to produce accurate plans depicting the system(s).
  3. Burglar alarm systems. Building security including motion detectors, glass-break sensors, audible devices, and other intrusion detection devices as well control system for above shall be indicated on plans.
  4. Public address system. Speakers, zone control reflected on plan.
  5. Low-voltage systems. Various systems for communication, or customer services including Wi-Fi, FIBS/BIDS boards, phone chargers, lighting, Public Art, induction systems, wayfinding, solar PV, wind, and other systems.
  6. Bi-Directional Antenna system (BDA). – Antennas, trunk lines, branch line, control boxes, repeaters, emergency or redundant power sources, primary interface components, & home run room.
  7. Distributed Antenna system (DAS). Antennas, splitters, feeders, nodes, headend and other distribution system, and signal source equipment.

8. Public Address system (PA). Speakers, amplifiers, microphone locations and backbone.
- j. Conveying Systems. The conveying systems models should indicate primary equipment, all necessary plumbing piping, electrical panels, fixture layouts and other related equipment, that would appear on a quarter inch ( $\frac{1}{4}'' = 1'-0''$ ) scaled drawing. Clearly indicate equipment clearances.
  1. Elevator Equipment. All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements. Provide indicators and call buttons.
  2. Escalator and other Conveyance Equipment. All relevant components of the escalator/conveyance system including accurate modeling of stair tread, size, and placement. Indicate areas where 6'-8" clear headroom exists below the finished escalator if applicable.
- k. Landscape. The Landscape Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch ( $\frac{1}{4}'' = 1'-0''$ ) scaled drawing and have necessary intelligence to produce accurate plans. Representation of Landscape elements is to be diagrammatic. Examples of landscape material include but are not limited to trees and shrubs.
  1. Irrigation system. Primary components, including pumps, wells, control valves, timers and main and secondary piping, ( $1\text{-}\frac{1}{4}''$  in size and above).
  2. Site Elements. Benches, Bike Racks, Postal Equipment and Trash Receptacles.
- l. Civil. The Civil Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a one inch ( $1'' = 100'$  to  $1'' = 20'$ ) scaled drawing. Additional *minimum* Model requirements include:
- m. Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.
- n. Drainage. All existing and new drainage piping and structures including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.
- o. Cisterns. All new above or below ground water storage structures, pumps, filters, treatment equipment, backflow preventers, rainwater leaders, overflow piping, automatic and manual shutoffs or valves and supply piping to the rainwater's intended use.
- p. Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, cleanouts including upgrades thereto, with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles.

- q. Potable Water. All new water piping to the building, meters, backflow preventers, valves, distribution, and access boxes, including interconnection to cistern makeup water connections.
- r. Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly created utilities, and all existing above ground and underground utility conduits, including necessary intelligence to produce accurate plans and site-sections.
- s. Roads and Parking. All necessary roadways, parking lots, and parking structures, light poles, including necessary intelligence to produce accurate plans, profiles, and cross-sections.
- t. Sidewalks and Paths. All concrete, paver, asphalt, rubber, synthetic turf, or other permanent material used for activity areas, pedestrian walkways, and bicycle paths.
- u. Potential Uses:
  - a. Suitable for the generation of traditional construction documents and shop drawings.
  - b. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
  - c. Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.
  - d. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

### 3.3 BIM for Facility Management

3.3.1 BIMs shall be provided by Contractor or Managing General Contractor (MGC). Contractor or MGC shall submit an As Constructed BIM to the A/E Consultant demonstrating compliance with Record BIMs.

### 3.4 BIM Uses

3.4.1 County has identified the Required, Preferred and Optional BIM uses as it relates to this project. The County acknowledges that Design and Construction Consultants will work together to achieve these Uses. Implementation of these uses and timing are to be documented and explained by the Consultant in the BIM PxP, Section E. Roles and Responsibilities.



### 3.5 **3D Coordination and Conflict Analysis**

3.5.1 The Design Team shall use BIM to employ a managed approach to advanced collaborative reviews, including automated element collision detection using software such as Autodesk Navisworks. By coordinating BIM data during the design phases, this can reduce the number of potential major conflicts that might arise during the construction phase.

#### 3.5.2 Consultant Team Coordination

- a. The Design Team shall produce a design in which all MEP/FP systems fit within the intended spaces provided, including necessary and required clearances, egress zones, and access zones. To help achieve this goal, the Design Team shall have a formal 3D spatial analysis and clash resolution process that forms the backbone of the QA/QC process. The spatial analysis and clash resolution process shall use software tools to analyze and resolve clashes.
- b. County does not expect a completely “clash-free” design, however County expects a design that has been spatially analyzed and validated such that all systems are constructible within the space designed.
- c. Clash resolution will be required at project milestone deliverables for both Design and Construction.
- d. Utilities coordination & invert elevations

#### 3.5.3 Contractor Team Coordination

- a. Contractor shall carry out clash detection analysis and complete preliminary virtual design and construction (VDC) activities as part of the Constructability Reviews.
- b. Weekly, the CM shall conduct coordination meetings with each Contractor, Subcontractor, PM, County and Consultant Team as needed.
- c. The CM shall prepare clash detection reports and distribute minutes/ reports to all attendees.

### 3.6 **Shop Drawings, Sleeve Drawings and Fabrication**

3.6.1 Shop Drawings shall be produced directly from the construction BIMs. No parallel 2D process will be accepted

- a. Sleeve Drawings -Sleeve drawings for cast-in-place or precast systems shall be produced after BIM Coordination is completed for the area of construction requiring the sleeve drawings.
- b. Fabrication & Preassembly -Whenever possible the Cont Team shall use the Construction BIMs to fabricate or preassemble their systems.

### 3.7 **BIM in the field for Installation**

3.7.1 The Contractor shall take measures to assure that what is being installed at the field is what was agreed upon on the BIM model. Any deviations must be documented as updates to the BIMs and the party responsible for resulting conflicts will be liable for costs associated with such deviations.

### 3.8 **Submittals**

3.8.1 Upon Substantial Completion, BIM files shall be submitted to County, and shall be cleaned of extraneous “scrap” or “working space”, stories, abandoned designs, object creation and testing places, and other content which is typically produced in or during BIM construction coordination.

- a. The Contractor shall be responsible for providing the County an As-Constructed Model that includes all building systems. The Model shall be coordinated and “clash free” except as noted.
- b. Contractor shall provide a native file of the final As-Constructed Model for building systems used in the multi-discipline coordination process (version as agreed in BIM PxP)
- c. Contractor shall identify native file formats used in the final As-Constructed Model for building systems for the multi-discipline coordination process (version as agreed in BIM PxP)
- d. Contractor shall provide IFC files (ISO 16739) of As-Constructed models (version as agreed in BIM PxP)

3.8.2 County will not accept Contractor’s BIM files that have become un-useable, or too memory or C.P.U. intensive for normal use. Proper care shall be taken to strip all BIMs of any and all miscellaneous files that are not directly part of the BIMs. The BIM Compliance Checklist, shown below, is required to be submitted with each BIM Deliverable as part of the QA/QC process and to show compliance.

### 3.9 **Responsibilities Related to the Final Record BIM**

#### 3.9.1 Design Team Responsibilities

- a. The Design Team will update the Architectural and Structural Design Models as changes occur throughout the construction phase, incorporating all updates and/or revisions to the models as necessary to reflect design changes initiated by Architect’s Supplemental Instructions (ASI), Request for Information (RFI), Conformed Documents, Construction Change Directives, Owner Changes, coordination with existing conditions or other changes to the work.

### **End of Attachment 3: BIM and Electronic Media Submittal Requirements**

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise  
Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc.  
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.74	MAXIMUM BILLING RATE (\$/HR)
Partner in Charge	\$123.09		2.74	\$300.00*
Deputy Project Manager	\$79.17		2.74	\$216.93
Project Manager	\$81.31		2.74	\$222.79
Sr. Interior Designer	\$36.03		2.74	\$98.72
Sr. Landscape Designer	\$57.69		2.74	\$158.07
Landscape Designer	\$43.34		2.74	\$118.75
Architect	\$50.36		2.74	\$137.99
Jr. Architect	\$23.10		2.74	\$63.29
Design Architect	\$50.48		2.74	\$138.32
BIM Modeler	\$34.62		2.74	\$94.86
Sr. Planner	\$79.69		2.74	\$218.35
Sr. Marine Engineer	\$79.93		2.74	\$219.01
Marine Engineer	\$38.46		2.74	\$105.38
QA/QC Officer	\$66.53		2.74	\$182.29

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **91.57%**

FRINGE = **46.53%**

OPERATING MARGIN = **15.00%**

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

**Note:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant: Bermello, Ajamil & Partners, Inc./  
Subconsultant Name: Cordova Rodriguez & Assoc., Inc.

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Project Manager	\$65.00		2.31		\$150.15
Senior Engineer	\$55.00		2.31		\$127.05
Engineer	\$38.00		2.31		\$87.78
Senior Planner	\$55.00		2.31		\$127.05
Senior Designer	\$35.00		2.31		\$80.85
Designer	\$30.00		2.31		\$69.30
CADD / Computer Technician	\$25.00		2.31		\$57.75
Construction Manager	\$65.00		2.31		\$150.15
Senior Inspector	\$40.00		2.31		\$92.40
Inspector	\$35.00		2.31		\$80.85
Sec / Clerical	\$20.00		2.31		\$46.20

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100%**

FRINGE = **10%**

OPERATING MARGIN = **10%**

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

**Note:**

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

RLI/RFP/Contract #: PNC2123285P1 [BCF #202 7/14/2021]

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise  
Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc./  
Subconsultant: GOAL Associates Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$86.54		3.00	\$250.00*
Senior Engineer 2	\$82.21		3.00	\$246.63
Engineer 2	\$57.69		3.00	\$173.07
Engineer 1	\$52.50		3.00	\$157.50
Senior Environmental Specialist	\$52.88		3.00	\$158.64
Senior Designer	\$45.67		3.00	\$137.01
Senior Planner	\$45.67		3.00	\$137.01
Project Planner	\$38.46		3.00	\$115.38
Engineer Intern	\$37.50		3.00	\$112.50
Community Outreach Specialist	\$28.85		3.00	\$86.55
Senior Engineer Tech	\$28.85		3.00	\$86.55
Utility Coordinator	\$20.68		3.00	\$62.04

☐ Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.00** is calculated as follows:

OVERHEAD = **125.4%**

FRINGE = **47.40%**

OPERATING MARGIN = **10.0%**

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

**Note:**

\*Maximum Billing Rate will not exceed \$250.00 per hour

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Subconsultant Name: Bermello, Ajamil & Partners, Inc. / Hammond & Associates, Inc

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$66.48		2.31		\$153.57
Senior Engineer	\$57.58		2.31		\$133.01
Project Manager	\$57.58		2.31		\$133.01
Administration Manager	\$41.35		2.31		\$95.52
Senior Technician	\$31.65		2.31		\$73.11
CAD Operator	\$31.65		2.31		\$73.11
Secretary	\$24.90		2.31		\$57.52

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100%**

FRINGE = **10%**

OPERATING MARGIN = **10%**

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: PNC2123285P1  
 Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
 Consultant/ Bermello, Ajamil & Partners, Inc. /  
 Subconsultant Name: Labozan Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			1.00		
President/Project Director	\$250.00		1		\$250.00*
Design Director	\$195.00		1		\$195.00
Senior Designer	\$185.00		1		\$185.00
Administrative/Project Coordinator	\$70.00		1		\$70.00

☐ Each Maximum Billing Rate is CPI-Linked

MULTIPLIER = Hourly Rate x 1

**Notes:**

All employees with Labozan Associates are Independent Contractors (1099-NEC), all fees are passed on directly to the contractor.

\*Maximum Billing Rate will not exceed \$250.00 per hour

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc. /  
Subconsultant Name: Pan Geo Consultants, LLC

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$60.00		2.31		\$138.60
Project Engineer	\$45.00		2.31		\$103.95

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100%**

FRINGE = **10%**

OPERATING MARGIN = **10%**

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

**Note:**

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: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Subconsultant Name: Bermello, Ajamil & Partners, Inc. / Premiere Design Solutions, Inc.

	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER  2.58	=	MAXIMUM BILLING RATE  (\$/HR)
<b>TITLE</b>					
Task Manager	\$72.00		2.58		\$185.76
Chief Surveyor	\$52.88		2.58		\$136.43
Surveyor Computation	\$42.50		2.58		\$109.65
GPS Survey Crew 1	\$22.00		2.58		\$56.76
GPS Survey Crew 2	\$25.00		2.58		\$64.50
GPS Survey Crew 3	\$38.00		2.58		\$98.04
Computer CAD Tech	\$35.00		2.58		\$90.30

☐ Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.58** is calculated as follows:

OVERHEAD = **103.67%**

FRINGE = **31.06%**

OPERATING MARGIN = **10%**

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

**Notes:**

RLI/RFP/Contract #: PNC2123285P1 [BCF #202 7/14/2021]

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc./  
Subconsultant Name: S & F Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.79		
Senior Project Manager	\$67.22		2.79		\$187.54
Project Manager	\$44.97		2.79		\$125.47
Engineer Intern	\$37.22		2.79		\$103.84
Technician CADD/BIM	\$26.88		2.79		\$75.00
Senior Administrative Assistant	\$34.84		2.79		\$97.20
Administrative Assistant	\$20.70		2.79		\$57.75

☐ Each Maximum Billing Rate is CPI Linked

Multiplier of **2.79** is calculated as follows:

OVERHEAD = **85.89%**

FRINGE = **67.73%**

OPERATING MARGIN = **10%**

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

**Notes:**

RLI/RFP/Contract #: PNC2123285P1 [BCF #202 7/14/2021]

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Subconsultant Name: Bermello, Ajamil & Partners, Inc. / SEQUIL Systems Inc.

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$86.54		2.31		\$199.90
LEED Project Manager	\$48.08		2.31		\$111.06
LEED Administrator	\$43.27		2.31		\$99.95
Energy Engineer	\$57.69		2.31		\$133.27
Commissioning Authority	\$57.69		2.31		\$133.27
Field Commissioning Agent	\$33.65		2.31		\$77.74
WELL Project Manager	\$48.08		2.31		\$111.06
Administrator	\$28.85		2.31		\$66.63

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100%**

FRINGE = **10%**

OPERATING MARGIN = **10%**

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

**Note:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in a 2.31 multiplier per this table.

RLI/RFP/Contract #: PNC2123285P1 [BCF #202 7/14/2021]

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc.  
Subconsultant Name: SLS Consulting, LLC.

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$168.26		2.31		\$250.00*
Project Manager	\$85.05		2.31		\$196.47
Project Consultant	\$45.35		2.31		\$104.76

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100%**

FRINGE = **10%**

OPERATING MARGIN = **10%**

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.

\*Maximum Billing Rate will not exceed \$250.00 per hour

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: PNC2123285P1  
Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements  
Consultant/ Bermello, Ajamil & Partners, Inc. /  
Subconsultant Name: The Bosch Group, Inc.

	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER  2.31	=	MAXIMUM BILLING RATE  (\$/HR)
TITLE					
Certified Cost Estimator	\$36.05		2.31		\$83.28
Sr. Cost Estimator/ Project Manager	\$31.25		2.31		\$72.19
Cost Estimator/ Project Coordinator	\$26.44		2.31		\$61.08
Cost Estimator	\$26.44		2.31		\$61.08
Administrative/ Document Control	\$24.03		2.31		\$55.51

☐ Each Maximum Billing Rate is CPI-Linked

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

OVERHEAD = **100 %**

FRINGE = **10 %**

OPERATING MARGIN = **10 %**

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-1

### Design & Consulting Services for Cruise Terminal 4 and Berth Improvements SCHEDULE OF FEES AND SERVICES

ITEM	DESCRIPTION			
1. TRAVEL	Airfare	In accordance with		
	Subsistance & Per Diem	F.S. 112.061		
	Rental Car			
2. PRINTING / REPRODUCTION		Color		BW
Thomas Printworks	24 x 36	\$	3.00	\$ 0.59
	24 x 48	\$	4.00	\$ 0.79
	11 x 17	\$	0.79	\$ 0.15
	8.5 x 11	\$	0.35	\$ 0.08
3. RENDERINGS				
\$2,000 per unit/Digital copy/ low resolution				
4. COUIER/DELIVERY				
Miami Courier Express				
Delivery withing same zip code	Standard	\$	25.00	
Delivery withing same zip code	Express	\$	30.00	
Miami to Ft. Lauderdale -	Standard	\$	40.00	
Waiting time surcharge - every 30 minutes		\$	12.00	

### Exhibit B-1 (cont.)

<b>5. SOIL TESTING</b>		
1. Field Density Test (five [5] minimum)	\$25.00	Test
2. Standard Proctors (ASTM D 698)	\$100.00	Each
3. Modified Proctors (ASTM D 1557)	\$150.00	Test
4. Atterberg Limit Determination (LL PL)	\$60.00	Test
5. Sieve Analysis (Washed over #200 sieve)	\$77.00	Test
6. Organic Content Test (by heating)	\$48.00	Test
7. Natural Sample Moisture Content	\$20.00	Test
8. Visual Engineering Classification	\$55.00	Hour
<b>6. CONCRETE &amp; MASONRY MATERIALS</b>		
1. Concrete Compression test (Min. four [4] cylinders per trip)		
- Prepare cylinders & slump test on site, and deliver to lab	\$60.00	Set
2. Additional Concrete cylinders	\$15.00	Cyl.
3. Concrete Compression test only [delivered to lab]	\$40.00	Cyl.
4. Slump test	\$30.00	Test
5. Air Content Test	\$30.00	Test
6. Stand-by Time	\$41.58	Hr.
7. Grout Prism (Six [6] per set)		
- Includes preparation of Prism on site	\$90.00	Set
8. 2" x 2" Prism		
- Includes preparation of Cubes on site	\$90.00	Set
9. Additional Mortar cubes	\$15.00	Each
<b>7. ASPHALT TESTING</b>		
1. Asphalt Cores (obtaining core samples)	\$75.00	Each
<b>8. GEOTECHNICAL FIELD EXPLORATIONS</b>		
1. Truck Mounted Borings	\$14.00	LF
2. Setting Casing	\$4.50	LF
3. Mobilization of drilling equipment to project (Min. Charge):	\$250.00	Trip

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

<b>Reimbursable</b>	<b>Maximum Reimbursable</b>
Truck Mounted Test Borings	\$14.00/linear ft.
Setting Casing	\$4.50/linear ft.
Crew and Equipment Mobilization	\$250.00/mob.
Modified Proctor (ASTM D 1557)	\$150.00/test
Field Density Tests (Nuclear, minimum of 4 tests)	\$25.00/test
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$15.00/each cylinder, 4-5 cylinders per set
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	\$15.00/each, 6 per set



### Exhibit C

#### MINIMUM INSURANCE COVERAGES

Project: Port Everglades Terminal 4 Improvements – Design Consultant

Agency: Port Everglades – Seaport Engineering & Facilities Maintenance Division

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$ 1,000,000	\$ 2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>		Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$ 1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 1,000,000	
<input checked="" type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$2,000,000 2 years \$100,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.			If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 2 years \$100,000	
<input type="checkbox"/> <b>Protection &amp; Indemnity (P&amp;I)</b> <i>Note: May be waived if no operating of watercraft will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Minimum Coverage *Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

#### CERTIFICATE HOLDER:

Broward County  
1850 Eller Drive  
Fort Lauderdale, Florida 33316

Attention: Israel Rozental

Norma  
Dmytriw

Digitally signed by  
Norma Dmytriw  
Date: 2021.06.23  
13:30:43 -04'00'

Risk Management Division

**Exhibit D**  
**Schedule of Subconsultants**

Project No: PNC2123285P1

Project Title: Design & Consulting Services for Cruise Terminal 4 and Berth Improvements

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Cordova Rodriguez & Associates, Inc.	Civil Engineering
2.	GOAL Associates, Inc.	Traffic Engineering
3.	Hammond & Associates, Inc.	MEP and Low Voltage
4.	Labozan Associates	Wayfinding Signage
5.	Pan Geo Consultants, LLC	Geo Tech
6.	Premiere Design Solutions, Inc.	Surveying
7.	S&F Engineers, Inc.	Structural / Threshold
8.	Sequil Systems, Inc.	LEED Certification
9.	SLS Consulting, LLC	Life Safety
10.	The Bosch Group, Inc.	Cost Estimating

**Exhibit E**  
**CBE Subconsultant Schedule and Letters of Intent**

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Hammond & Associates, Inc.	MEP and Low Voltage
2.	S&F Engineers, Inc.	Surveying
3.	Cordova Rodriguez & Associates, Inc.	Civil Engineering
4.	GOAL Associates, Inc.	Traffic Engineering
5.	Pan Geo Consultants, LLC	Geo Tech

Exhibit E



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

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

**Solicitation No.:** PNC2123285P1

**Project Title:** Design and Consulting Services for Cruise Terminal 4 and Berth Improvements

**Bidder/Offeror Name:** Bermello Ajamil & Partners, Inc.

**Address:** 900 SE 3rd Avenue #203 **City:** Fort Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Mark Ittel, Principal-in-Charge **Phone:** (954) 627-5106

**CBE Firm/Supplier Name:** Hammond and Associates, Inc.

**Address:** 499 150 NW 70th Avenue, Suite 201 **City:** Plantation **State:** FL **Zip:** 33317

**Authorized Representative:** Nathaniel Hammond **Phone:** 954.327.7111

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Mechanical/Electrical Engineering	541330		9.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

**Signature:**  **Title:** Vice President **Date:** 09/27/2021

**Bidder/Offeror Authorized Representative**

**Signature:**  **Title:** Principal-in-Charge **Date:** 10/04/2021

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

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

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

**Rev.: June 2018**

**Compliance Form No. 004**



Exhibit E



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

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

Solicitation No.: PNC2123285P1

Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue #203 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Mark Ittel, Principal-in-Charge Phone: (954) 627-5106

CBE Firm/Supplier Name: S&F Engineers

Address: 2925 W. Cypress Creek Road, Suite 200 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Sri Sritharan Phone: 954-938-0020


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

**Work to be performed by CBE Firm**


Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Structural Engineering	541330		7.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Digitally signed by Sri S. Sritharan, P.E. Title: President Date: 09/14/2021

**Bidder/Offeror Authorized Representative**

Signature:  Title: Principal-in-Charge Date: 10/04/2021

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

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

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

Rev.: June 2018

Compliance Form No. 004

Exhibit E



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

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

Solicitation No.: PNC2123285P1

Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue #203 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Mark Ittel, Principal-in-Charge Phone: (954) 627-5106

CBE Firm/Supplier Name: Cordova Rodriguez & Associates, Inc.

Address: 6941 S.W. 196th Avenue #28 City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Rosana D. Cordova, P.E., A.I.C.P., LEED AP Phone: 954-880-0180

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Civil Engineering	541330		4.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: Principal Date: 09/23/2021

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Principal-in-Charge Date: 10/04/2021

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

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

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

Rev.: June 2018

Compliance Form No. 004



Exhibit E



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

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

**Solicitation No.:** PNC2123285P1

**Project Title:** Design and Consulting Services for Cruise Terminal 4 and Berth Improvements

**Bidder/Offeror Name:** Bermello Ajamil & Partners, Inc.

**Address:** 900 SE 3rd Avenue #203 **City:** Fort Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Mark Ittel, Principal-in-Charge **Phone:** (954) 627-5106

**CBE Firm/Supplier Name:** GOAL Associates, Inc

**Address:** 14750 NW 77th Court, Suite 320 **City:** Miami Lakes **State:** FL **Zip:** 33016

**Authorized Representative:** Godfrey Lamprey, PE, PTOE **Phone:** 786-600-3350

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
General Civil and Traffic Engineering	541330		2.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

**Signature:** [Signature] **Title:** Principal **Date:** 09/13/2021

**Bidder/Offeror Authorized Representative**

**Signature:** [Signature] **Title:** Principal-in-Charge **Date:** 10/04/2021

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

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

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

Rev.: June 2018

Compliance Form No. 004

Exhibit E



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

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

Solicitation No.: PNC2123285P1

Project Title: Design and Consulting Services for Cruise Terminal 4 and Berth Improvements

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue #203 City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Mark Ittel, Principal-in-Charge Phone: (954) 627-5106

CBE Firm/Supplier Name: Pan Geo Consultants, LLC

Address: 8258 W SR 84 City: Davie State: FL Zip: 33324

Authorized Representative: Paul C. Catledge, P.E. Phone: 954 200 4019

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

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Geotechnical Engineering Services	541330		2.00 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: Paul C. Catledge, P.E. Title: Mgr. Date: 09/27/2021  
2021.09.27 10:38:08-04'00'

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Principal-in-Charge Date: 10/04/2021

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

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

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

Rev.: June 2018

Compliance Form No. 004



**Exhibit F**  
**Port Everglades Security Requirements**

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than fifteen (15) times in a 90-day period, a permanent identification badge must be obtained and paid for by the Consultant for all employees, subconsultants, agents and servants visiting or working on the port project. A Transportation Worker Identification Credential (TWIC) must be obtained in order to be granted unescorted access in designated restricted areas. Badges must be renewed annually, and the fees, if applicable, paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.
  
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit.
  
- C. The Federal Government has instituted requirements for a TWIC for all personnel requiring unescorted access to designated secure areas within Port Everglades. The Consultant will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go online to <https://universalenroll.dhs.gov/twic-home>.