



**AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ MICHELSON ARCHITECTS, INC
FOR CONSULTANT SERVICES FOR DESIGN SERVICES FOR TRADEWINDS PARK NORTH
(RFP/RLI # PNC2118392P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Saltz Michelson Architects, Inc., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

RECITALS

A. County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected and negotiated with Consultant to perform the Services (defined below) as set forth herein.

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

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Contract Administrator** means the Director of Parks and Recreation Division, or such other person designated by same in writing. The Contract Administrator is the representative of County concerning the Project.

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

1.4 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of the Section 1-81, Broward County Code of Ordinances.

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

1.6 **Project** means Tradewinds Park – Educational Farm & Gardens.

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

1.8 **Services** consists of the work and phases 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.

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

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Subconsultant Schedule, CBE Participation and CBE Letters of Intent
Exhibit F	Parks and Recreation Security Requirements

ARTICLE 3. SCOPE OF SERVICES

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

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, 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 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 Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

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

3.4 County shall assist Consultant by placing at Consultant’s disposal all information County has available pertinent to the Project, including previous reports and any other data relative to design or construction of 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 the Contractor or other material development that affects the scope or timing of Consultant's Services.

**ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES**

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

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

4.3 In the event Consultant is unable to complete Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

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

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

4.6 In the event 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 this Agreement (including 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 \$117,431.90.

5.1.2 Lump Sum Compensation. For Basic Services identified in this Agreement (including Exhibit A) as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$612,559.86.

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of \$48,172.56 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$50,000.00. Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The 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.

5.1.6 Subconsultant Fees. Consultant shall bill 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.

5.1.7 Phased Payments. 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.

Project Phase	Total Fee %	Total Fee Amount	Phase Amount (Lump Sum)	Phase Amount (Max Not to Exceed)
Pre-design Services/ Programming Phase	9%	\$64,578.45	\$59,026.05 All Services except for those listed under Max Not to Exceed	\$5,552.40 Scope of Work 3.03.02, A) 6. Locate existing subsurface utilities areas near Welcome Center and Open Venue buildings
Phase I: Schematic Design	14%	\$99,866.37	\$99,866.37	\$0.00
Phase II: Design Development	21%	\$155,625.23	\$155,625.23	\$0.00
Phase III: Construction Documents	38%	\$278,108.19	\$277,042.11 All Services except for those listed under Max Not to Exceed	\$1,066.08 Scope of Work 3.05.04, B) 3.b) v) Structural details for Stable Façade Upgrades
Phase IV: Bidding & Award	3%	\$21,000.10	\$21,000.10	\$0.00
Phase V: Administration of the Construction Contract	14%	\$98,663.44	\$0.00	\$98,663.44
Phase VI: Warranty Administration and Post- Occupancy Services	2%	\$12,149.98	\$0.00	\$12,149.98
Total Basic Services Fee	100%	\$729,991.76	\$612,559.86	\$117,431.90

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

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

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

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. In the event 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. In the event 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 under Section 5.1.1. 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 under Section 5.1.2. 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 his or her 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.

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

5.5.4 Payment will be made to Consultant at the following address: Saltz Michelson Architects, Inc., 3501 Griffin Road, Fort Lauderdale, FL 33312.

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

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

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

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

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

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant

shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 In the event 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 Purchasing Director for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Consultant further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

7.8 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

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

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf

of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this 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 in the event 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 is provided.

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

8.2.2 If Consultant is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Consultant is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

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

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

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

8.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges and agrees that it has received good, valuable, and sufficient

consideration from County, the receipt and adequacy of which are acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

8.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until Consultant has provided all documents required to be provided to County.

ARTICLE 9. INSURANCE

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

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

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

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

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

9.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall

provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

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

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

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

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

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

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

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

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

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

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts

due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

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

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

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

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

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope

of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Consultant in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Consultant and its agents; in the event the Services are determined not to be a work for hire, Consultant hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents created by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

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

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

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

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

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

11.4.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County,

Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event 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) 357-8100, PARKSPRR@BROWARD.ORG, 950 N.W. 38TH STREET, OAKLAND PARK, FLORIDA 33309.

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

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

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

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

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

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

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

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

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

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

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

FOR COUNTY:

Broward County Parks and Recreation Division
Attn: Dan West, Director
950 N.W. 38th Street, Oakland Park, Florida 33309
Email address: parkscontracts@broward.org

FOR CONSULTANT:

Saltz Michelson Architects, Inc_
Attn: Charles A. Michelson, President
3501 Griffin Road, Fort Lauderdale, FL 33312
Email address: sma@saltzmichelson.com

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

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

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

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

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

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a

political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

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

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

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

11.27 Payable Interest.

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

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

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

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

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

11.31 Additional Security Requirements. Consultant shall comply with the Parks and Recreation Security Requirements attached hereto and incorporated herein 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 Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20____

Insurance requirements approved by Broward
County Risk Management Division:

By: C Pounall 04/14/20
Name: Colleen Pounall
Title: Asst. Risk Manager

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature]
For Israel Fajardo (Date)
Assistant County Attorney

By: [Signature] 4/14/2020
Michael J. Kerr (Date)
Deputy County Attorney

IF
BCF 202
03/17/2018

**AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ MICHELSON ARCHITECTS, INC.
FOR CONSULTANT SERVICES FOR DESIGN SERVICES FOR TRADEWINDS PARK NORTH
(RFP/RLI # PNC2118392P1)**

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20__.

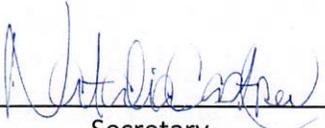
Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

Saltz Michelson Architects, Inc.
(Typed Name of Consultant/Firm)



Secretary

By 

President/~~Vice~~ President

Natalia Castro
(Typed Name of Secretary)

Charles Michelson, President
(Typed Name and Title)

CORPORATE SEAL

____ day of April, 2020.

**EXHIBIT A
SCOPE OF SERVICES**

Refer to: **Scope of Services for Tradewinds Park – Educational Farm & Gardens**
Attachment 1 - Project Budget
Attachment 2 - Project Schedule
Attachment 3 - Electronic Media Submittal Requirements

EXHIBIT A: SCOPE OF SERVICES
Design Services for Tradewinds Park North

1.01 Description of Professional Services

1.01.01 Project: Tradewinds Park – Educational Farm & Gardens

A) CONSULTANT shall provide a unified, thematic approach for the elements of the attached Conceptual Masterplan for the overall development of Tradewinds Park North (Park). The Park has a theme of sustainability and South Florida farm life rich in history but also in the relevance of contemporary applications for urban farming and modern homesteading.

B) CONSULTANT shall provide Architectural, Engineering (Civil, Structural, Mechanical, Electrical, Plumbing, Fire and Lightning Protection) and Landscape Architectural Services required for Basic Services including Pre-Design/Programming, Schematic Design, Design Development, Construction Documents, Bidding and Award of Construction Contract(s), Construction Administration Services and Warranty Administration.

1. Building Information Modeling (BIM) is not a requirement of this project.

C) Although the COUNTY will not be pursuing LEED certification, Broward County Go Green initiatives (refer to Broward Go Green Seal of Sustainability Criteria) shall be included in the Basic Services and may include passive design, energy efficient lighting, solar power, low flow plumbing fixtures, permeable surfacing, and high efficiency heating, ventilating and air-conditioning (HVAC) systems.

D) The following are not included in the Scope of Services and will be completed by the Parks and Recreation Division or others:

1. Crops and Hydroponic, Butterfly, Heritage and Pollinator Gardens.
2. McLean House Renovations, except exterior ADA improvements as required to interface with the design of the Community Commons area.
3. Lunge Ring.
4. Horse and Nature Trails.
5. Parking Lots, Bus Drop-Off Lanes and Roadways.
6. Design, Fabrication and Installation of Exhibits.
7. Payment Software and Electronic Kiosks.

E) Language in ~~striketrough~~ text are deletions, and language in **red, bold and underlined** text are additions to the Scope of Services.

1.01.02 CONSULTANT shall provide:

A) Architectural Plans

- B) Landscape Architecture Plans
- C) Civil Engineering Plans
- D) Structural Engineering Plans
- E) Mechanical/Electrical/Plumbing and Fire Protection Engineering Plans
- F) Cost Estimates prepared by CONSULTANT's internal staff. Independent Cost Estimator as required under Sections 3.06.14 and 3.07.10(B) below shall be by OWNER or CONSULTANT shall submit cost of cost estimator as a reimbursable expense item.

1.02 Deliverables

- 1.02.01 CONSULTANT shall submit copies of all documents required by this Agreement (except where otherwise specified), without additional charge, for approval or use by the Contract Administrator. The Contract Administrator may review submitted documents and provide written review comments to CONSULTANT. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 7 consecutive calendar days from the receipt of Contract Administrator's review comments such documents as required to fulfill the submittal requirements for this Agreement.
- 1.02.02 CONSULTANT shall be required to submit the various documents required by this Agreement in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Attachment 3, 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.
- 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 Detailed Architectural Program
 - A detailed architectural program is available from the Contract Administrator and is attached to this document.
 - A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT as further described below.
 - A preliminary/generic architectural program is attached to this document. Requirements for CONSULTANT's use and modification of that generic program follow below.
 - The Preliminary Final architectural program for this Project will be provided by the Contract Administrator with CONSULTANT's Notice to Proceed. CONSULTANT's use of this program is described below.

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 COUNTY.

The listed services below shall not limit those activities or services which may be requested by COUNTY.

3.01 Basic Services By Project Phase

3.01.01 CONSULTANT agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the schedule developed by COUNTY AND CONSULTANT and (C) Participate in COUNTY's programs of Value Engineering at the end of Phases I and II (Schematic Design and Design Development), and Constructability Reviews at the end of Phase III (Contract Documents).

CONSULTANT shall also participate in Building Commissioning programs, Partnering programs, and other additional basic services as provided elsewhere in this document.

3.01.02 If requested by COUNTY, CONSULTANT shall attend ~~a bi-weekly~~ project review meetings with representatives of COUNTY throughout Phases I through IV of the Project. At each of these meetings, CONSULTANT AND COUNTY shall review the Project's budget, schedule, and scope along with CONSULTANT's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the Project on the Consultant Monthly Progress Report form (or equivalent). For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for COUNTY's review, which will be made so as to cause no delay to the Project Schedule. CONSULTANT shall provide minutes of all meetings with COUNTY.

3.01.03 CONSULTANT's services shall conform to COUNTY's specifications (as they may be made available to CONSULTANT), including but not limited to, COUNTY's Design and Materials Standards Manuals, and COUNTY's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this Agreement shall govern.

3.01.04 CONSULTANT shall keep COUNTY 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 in writing by COUNTY prior to incorporation into the design or construction documents.

3.01.05 CONSULTANT shall cooperate with COUNTY by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by COUNTY, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the Project. In the event COUNTY 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. ~~CONSULTANT shall be compensated for implementing Value Engineering and Constructability changes.~~

3.02 Predesign Phase:

3.02.01 CONSULTANT shall confer with representatives of COUNTY to verify and confirm the scope of Programming and other Predesign Services required for the Project; which shall include:

- A) Establishing a listing of COUNTY, building user groups and other representatives who will be providing information or feedback to CONSULTANT during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail. CONSULTANT shall periodically review, update and distribute this list throughout this and subsequent project phases.
- B) Establishing and verifying a chain of responsibility or decision making in COUNTY's project and functional organizations for use in later decision making during the programming process and subsequent design phases.

C) Not Used

- D) Obtaining and mobilizing any facilities consultant(s) or other specialists to provide technical or functional information necessary to develop the programming documents.
- E) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.
- F) Obtaining, verifying and further developing COUNTY's preliminary list of building functions and spaces.
- G) Obtaining, verifying and further developing COUNTY's preliminary list of equipment and furnishings including any special equipment, special furnishings or equipment/furnishings that require custom fabrication or unique installation.
- H) Obtaining, verifying and further developing COUNTY's preliminary list of "COUNTY supplied materials", construction or related work to be performed by the COUNTY, and any salvage items projected to be retained by the COUNTY.
- I) Obtaining, verifying and further developing COUNTY's building construction and operating cost estimates.
- J) Obtaining COUNTY's applicable space standards for use on subsequent programming tasks.

K) Not Used

- L) Providing a recommendations report describing the extent of work to be accomplished.

3.02.02 CONSULTANT shall develop space requirements and Program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; and special equipment and systems.

3.02.03 CONSULTANT shall develop the Program's description of occupancy needs and spatial allocation by coordinating with COUNTY Staff (including building user groups and others as necessary) and:

- A) Verifying criteria for importance of room functions and relationships.
- B) Creating a Spatial Interaction Matrix (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).

- C) Creating room by room spatial interaction diagrams showing all room relationships.
- D) **Not Used**
- E) Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.
- F) Making bubble diagrams indicating spaces with relationships and their importance rankings.
- G) Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.
- H) Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.
- I) Determine preliminary structural, mechanical, and other engineering systems.
- J) Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.

3.02.04 CONSULTANT shall provide and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.02.05 CONSULTANT shall develop the Program's description of site development criteria, building configuration, construction, and material standards by:

- A) Listing required or optional provisions for phased construction and future additions.
- B) Identifying property building line limitations to estimate ground level building areas.
- C) **Not Used**
- D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.
- E) Identifying orientation considerations for solar, views, street access, etc.
- F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
- G) Estimating size(s) of core area(s) required for:
 - 1. Mechanical services.
 - 2. Electrical services.
 - 3. Vertical transportation.
 - 4. Stair/smoke towers.
- H) Estimating and documenting structural spans required to-suit room spatial needs.
- I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

- J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
 - K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- 3.02.06 CONSULTANT shall analyze and document jurisdictional requirements to obtain a waiver of the requirements for concurrency.
- 3.02.07 CONSULTANT shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.
- 3.02.08 CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing, and other services. Additionally, CONSULTANT shall:
- A) Reconcile the building design Program with the COUNTY's budget.
 - B) Advise the COUNTY if budget and Program are not compatible.
- 3.02.09 CONSULTANT shall submit number of copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by COUNTY. COUNTY and its Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames set forth in the Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.
- 3.02.10 CONSULTANT shall not proceed with the next Phase until the completion 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 phase.
- 3.02.11 CONSULTANT shall provide presentations of the Project's Program to COUNTY's staff, building user groups, and to COUNTY Commission as required.
- 3.03 PHASE I - Schematic Design:**
- 3.03.01 CONSULTANT shall confer with representatives of COUNTY to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.
- 3.03.02 CONSULTANT shall, prior to commencing Phase I design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on the information that may have been provided by COUNTY.

- A) CONSULTANT shall take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following site elements as appropriate to the Project:
- ~~1. All above ceiling areas.~~
 2. Power supplies, switch gear, breaker panels, and transformers.
 - ~~3. Major Components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.~~
 4. Roofing, waterproofing and building envelope systems.
 5. Site drainage systems and water retention characteristics.
 6. All existing utility locations and connections.
- B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by COUNTY.

3.03.03 In the event that CONSULTANT believes that the project scope, schedule or budget is not achievable, CONSULTANT shall immediately notify COUNTY in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

3.03.04 CONSULTANT shall review with COUNTY alternative approaches to design and construction of the Project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a recommendation among such alternatives.

3.03.05 CONSULTANT shall prepare, submit and present for approval by COUNTY an updated Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

- A) Project Transmittal ~~form~~ letter as required by COUNTY's Park Planning and Design Section. In the absence of a proprietary form issued by COUNTY's Park Planning and Design Section, 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~~ letter must accurately delineate the date of submittal and list each component document of the submittal.
- B) Updated "Space Chart Form" formatted to list all spaces within the Project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the Project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from COUNTY approved programmatic documents for the Project.
- C) For those projects that involve new buildings, building additions and other exterior work, COUNTY to provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas,

parent pick-up areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey may be an update of informational surveys provided by COUNTY but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to COUNTY's Electronic Media Submittal Requirements (Attachment 3).

- D) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and building program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials CONSULTANT may deem necessary to adequately communicate the Project:
1. A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the Project is located. ~~The statement shall be signed and dated by the Surveyor.~~ Survey to be provided by the COUNTY.
 2. Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction. Provide a life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 3. Provide elevations and sections of buildings to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.
- E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed architecture, landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the Project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice" latest edition.
- F) ~~Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.~~

- G) ~~Electrical Requirements specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.~~
- H) A Project Development Schedule: CONSULTANT shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by COUNTY. Such schedule shall show activities including but not limited to CONSULTANT efforts and COUNTY (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to COUNTY for approval within fifteen (15) days of execution of the Project Agreement.
1. Include all activities known at this stage of the project's development for the entire Project. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating COUNTY's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by COUNTY, work by separate contractors, and any other activities that relate to or may impact construction of the Project (including offsite work and related site reviews, permitting, etc.).
 2. Prepare in a bar chart format, or other format as required by COUNTY, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
 3. CONSULTANT shall not be permitted to deviate from the milestones indicated on the Project Schedule for CONSULTANT's work without specific written authorization from COUNTY.
 4. CONSULTANT shall notify COUNTY in writing of any circumstances which impact CONSULTANT's ability to meet designated milestones in the Project Schedule.
- I) The Statement of Probable Construction Cost: CONSULTANT shall submit to COUNTY for review and approval a schematic design phase estimate of probable construction cost which includes general conditions, permits and premiums for bonding and insurance prepared by CONSULTANT's cost estimator, itemized by major categories and projected to the expected time of bid. ~~Cost estimating services are to be by OWNER or CONSULTANT shall submit cost of cost estimator as a reimbursable expense item.~~

3.03.06 CONSULTANT shall coordinate with COUNTY to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, HRS, etc.) coordination required for the Project and, through COUNTY, make applications for site plan and other review as appropriate to this phase of the project. CONSULTANT shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the Project as conducted by any and all other agencies having jurisdiction over the Project.

3.03.07 CONSULTANT shall submit additional of copies of all requested documents required under this Phase (except where otherwise specified) as a reimbursable expense for approval by COUNTY. COUNTY and its Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on the Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above. CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports,

COUNTY approval of all required submittals, and receipt of a written Notice to Proceed with the next phase.

3.03.08 CONSULTANT shall provide presentations of the Schematic Design to COUNTY's staff and to the County Commission as required.

3.04 Phase II - Design Development:

3.04.01 After written Notice to Proceed from COUNTY and based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the Project Scope or Project Budget, CONSULTANT shall prepare, submit and present for approval by COUNTY, Design Development Phase documents, comprised of the following:

- A) Project Transmittal ~~form~~ letter as required by COUNTY's Park Planning and Design Section.
- B) Documents: Including, in addition to Phase I requirements, the following:
 - 1. Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
 - 2. A statement, signed and dated by CONSULTANT or his 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.
 - 3. Soil testing results including a copy of the Geotechnical Engineer's report on the site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment. Geotechnical engineering services are to be provided by COUNTY or CONSULTANT. CONSULTANT shall submit cost of geotechnical engineering services as a reimbursable expense item.
 - 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 breaklines 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) 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.
 - 5. Life safety plans to show exit strategy, rated doors, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the Project such as range and fume hoods, eye wash, emergency showers, etc.
 - a) By symbol, indicate fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.

- b) By symbol, indicate connections and tie-ins to existing equipment.
 - c) Not Used.
6. 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.
 7. Plumbing fixture locations and fixture unit calculations.
 8. All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.
 9. Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
 10. Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
 11. Mechanical Drawings including reflected ceiling plans and a single line diagram of the duct layout, location of grease trap(s), LP gas tank location, natural gas pipe lay out, tie in 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.
 12. 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, location of communications consoles, cable or closed circuit television head-ins, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel and CCTV cameras. 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.
 13. Fire Sprinkler System Drawings (if automatic sprinkler systems are present in the buildings) including reflected ceiling plans and a single line diagram of the piping layout, tie-in to existing utilities. Enhance systems description to include a description of proposed pumps, valves, etc.
 14. Lightning protection system.
 15. 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.
 16. Outline specifications:
 - a) Organized according to the Specification Section numbering system specified in the Construction Specifications Institute (CSI)'s 2009 (or later) edition of Masterformat current on the date of execution of the Agreement.

- b) Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute.
 - c) Complete for all Divisions 2 through 48 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, lightning protection, electronic controls, and computer networking components.
- C) Florida Building Code – Energy Conservation (FBC-EC). FBC-EC forms, including 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 Phase II documents.
- D) CONSULTANT shall advise COUNTY of any adjustments to the Schematic Design Phase estimate of probable construction cost and shall submit to COUNTY a fully detailed Design Development Phase 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 all Divisions excluding 0 and 1 including 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. Utilize the 2009 edition of Masterformat (or later) as published by the Construction Specifications Institute (CSI) to organize the estimate.
- E) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- 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 simplified single line floor plan of the Project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the occupant capacity of the space on electronic media ~~and on a single 24" x 36" sheet of vellum~~ conforming to COUNTY's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by COUNTY. CONSULTANT shall coordinate with COUNTY and utilize COUNTY's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with COUNTY's requirements for electronic media specified in Attachment 1.
- H) A letter indicating, after coordination with COUNTY's Park Planning and Design Section (and other agencies at its direction), the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB's, mold and mildew, etc.) which might require mitigation by COUNTY prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
- I) Preliminary Color-boards to review the material and color selections for all finish materials with COUNTY.

3.04.02 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 design concept and technical resolution of their respective building or site systems.

3.04.03 CONSULTANT shall submit additional copies requested of all documents required under this Phase (except where otherwise specified) as a reimbursable expense for approval by COUNTY. COUNTY and its Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on the Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above. CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, COUNTY approval of all required submittals, and receipt of a written Notice to Proceed with the next phase.

3.05 Phase III - Construction Documents and Preliminary Plan Review:

3.05.01 After written Notice to Proceed from COUNTY and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the Project or in the Fixed Limit of Construction Cost authorized by COUNTY, CONSULTANT shall prepare for approval by COUNTY 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.

3.05.02 **50% Construction Documents Submittal:** CONSULTANT shall make a 50% Construction Documents submittal, for approval by COUNTY, which shall include an electronic submittal and three (3) sets of the following:

- A) Project Transmittal ~~form~~ letter as required by COUNTY's Park Planning and Design Section.
- B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
- C) Drawings:
 - 1. Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:
 - a) 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.
 - b) Location of storm water service, septic tank and water service for new additions roof drainage building.
 - c) Parking lot lighting poles location and type.
 - d) Final location for manholes, handholes, pull boxes.
 - e) Layout of underground utilities and distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).

- f) Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curbcuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
 - g) Plans and details of new site equipment or furnishings including equipment, accessory structures, signage and kiosks, planters, seating areas and other site furniture, bookdrops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the Project as determined by COUNTY.
2. A phasing plan to delineate the order of the construction and delineating staging and storage areas, 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.
 3. 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.
 4. 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.
 5. Full floor plans including:
 - a) All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction 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 and door numbers with all spaces and doors having individual numbers.
 6. 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 drawings depicting 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 only on the architectural.
 - e) Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of COUNTY's existing facilities.
7. Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, color scheme, special finishes, and other building features.
 8. 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.
 9. Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. 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.
 10. 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.
 - b) Dimensions to locate the items noted previously, and detail targets shown.
 11. 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 connections.
 12. Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall 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.
 13. 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.
 14. 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, directional signage, 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) Any other specialized items necessary to clearly express the intent of the project design.
15. Room finish, door and window schedules coordinated with the floor plans.
16. Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
17. 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.
 - b) Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - c) 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.
18. Fire Sprinkler Drawings (if used in the building):
- a) Provide piping 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.
19. Electrical: Provide drawings for the following systems:
- a) Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout 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 master clock, intercom, fire alarm, cable television, 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.
- j) Lightning protection system.

D) Progress specifications:

1. Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other Divisions 0 and 1 documents are not required as these will be provided by the COUNTY.
 2. Provide a preliminary Division 1 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 excluding 0 and 1 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) 2009 (or later) edition of Masterformat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
- E) An updated Project Development 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, COUNTY occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
- F) Colorboards illustrating material and color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by COUNTY and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- G) 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.

3.05.03 CONSULTANT shall make all changes to the documents as required by COUNTY's review of the documents and resolve all questions of constructability, code compliance, compliance with County standards, or other issues raised by COUNTY during its review of the documents. COUNTY will retain the documents submitted at this phase.

3.05.04 **100% Construction Documents Submittal:** Upon 100% completion of the Construction Documents, CONSULTANT shall submit to COUNTY check sets of the Drawings, Specifications,

reports, programs, a final up-dated Statement of Probable Construction Cost including general conditions, permits, and premiums for insurance and bonding (billed as a reimbursable expense) and such other documents as reasonably required by COUNTY.

- A) The 100% construction documents shall conform to COUNTY's requirements, all mandatory requirements cited by COUNTY's Park Planning and Design Section (or its designated reviewers). CONSULTANT shall, through the Park Planning and Design Section, coordinate project specific requirements with other participating County review agencies (Office of Economic and Small Business Development OESBD, Risk Management Division, County Attorney, Purchasing Division, etc.) and others listed below or having jurisdiction or special interest in the Project.
- B) All documents for this phase shall be provided in both hard copy and in electronic media. COUNTY will approve Phase III Contract Documents prior to submittal for permitting or bidding. Phase III Contract Documents shall be included with the Phase III submittal:
1. Project Transmittal letter form as required by COUNTY's Park Planning and Design Section.
 2. General Requirements:
 - a) Drawings and Specifications
 - i) All drawings and specifications shall be gender neutral. Examples of suggested gender neutrality include: "workmanship" shall be replaced with "quality of work" or similar; "his" shall be replaced with "its" or "his or her"; "foreman" shall be replaced with "superintendent" or similar; "workmen" and "workman" shall be replaced with "worker", and so forth.
 - ii) All drawings and specifications shall either include at least three manufacturers with product names or numbers which are considered equal to the basis of design. The inclusion of any sole source, sole brand or "no substitutions" language or requirements must first be approved in writing by the COUNTY.
 - iii) Drawings and specifications should not include any minimum requirements, qualifications or licenses of contractor, installers, manufacturers, fabricators, suppliers and subcontractors. Examples include minimum number of years in business, number of completed projects and familiarity with Broward County. In lieu of this language, replace with "with experience relevant to the services to be provided under this Project and licensed as required by law" or a similar, less restrictive statement.
 - iv) Drawings and specifications should refer to "Contractor" for the contractor and its subcontractors. Do not use "Builder", "General Contractor" or "GC". The COUNTY will only have a contract with the Contractor and not with any installers, subcontractors and fabricators.
 - b) Record Set. This submittal is the official record set and shall be the bid documents.
 - c) 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 Broward Edition of the Florida Building Code".

- d) When requested by COUNTY, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
 - e) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall may need to be signed and sealed by the design professionals and submitted to COUNTY in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
3. Drawings: The drawings shall include, in addition to the Phase III 50% document requirements specified above, the following:
- a) 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.
 - b) Plans and details including, but not limited to:
 - i) Title sheet including a table of contents and statement of compliance by the architect or engineer of record.
 - ii) 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.)
 - iii) Information Available to Bidders: Drawing sheets such as surveys, “as-built” drawings, and other graphic material provided and clearly marked as “Information Available to Bidders” shall be provided within the drawing set after coordination with COUNTY’s Park Planning and Design Section.
 - iv) Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - v) Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - vi) 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 Phase II FEEC/LCCA analysis have been incorporated into the documents.
 - vii) Fire sprinkler sheets including reflected ceiling plans, sections, details, riser and other diagrams, fixture, equipment and other necessary schedules and drawing information.
 - viii) Lightning protection system sheets including plan, details, legend, notes, and other necessary information to communicate the complete and integrated scope of work related to that discipline.
 - ix) 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 Phase II FEEC/LCCA analysis have been incorporated into the documents.

- x) 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.
 - c) Project Manual. CONSULTANT shall review and coordinate with COUNTY regarding the preparation of the following:
 - i) The necessary bidding information, the bidding forms, the conditions of the contract and all Divisions excluding 0 and 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the Project, including 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.
 - ii) A project specific set of all Divisions specifications excluding 0 and 1 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.
 - iii) Final specification sections for Divisions 2 through 48 or detailed notes on drawings organized and formatted as required for the set of Phase III 50% progress specifications.
 - iv) Approved alternate and/or optional 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.
 - d) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
 - 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 COUNTY and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.
- C) 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).
- D) 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 record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to COUNTY without additional charge.

3.05.05 Preliminary Plan Review by governmental authorities having jurisdiction: 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 Phase 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.

- A) 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.
1. 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.
 2. 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.
- B) **if required by COUNTY,** 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 Phase III 50% and Phase III (100%) Submittals.
- C) 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.

3.06 Phase IV - Bidding and Award of Contract

3.06.01 Upon obtaining all necessary approvals of the Construction Documents, approval by COUNTY of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the Project, CONSULTANT shall assist COUNTY in obtaining **and reviewing** bids and ~~awarding construction contracts.~~

3.06.02 Not Used

3.06.03 Not Used

3.06.04 CONSULTANT shall provide to COUNTY's Contract Administrator copies of the bidding documents, including all drawings **in .pdf format** and specifications **in both .pdf and Word files.**

3.06.05 COUNTY will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to download the Bid Documents at COUNTY's Purchasing Division or alternative location.

- 3.06.06 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to COUNTY.
- 3.06.07 CONSULTANT shall attend pre-bid conferences as scheduled by COUNTY.
- 3.06.08 CONSULTANT shall **assist in the preparation of** addenda, if any are required, for COUNTY to issue to all prospective bidders. No addenda shall be issued without COUNTY's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by COUNTY.
- 3.06.09 Not Used**
- 3.06.10 CONSULTANT shall participate with COUNTY in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 3.06.11 Not Used**
- 3.06.12 If the lowest responsive Base Bid received exceeds COUNTY's funds available for the Project, COUNTY will either: (A) approve the increase in Project cost and award a contract, (B) reject all bids and rebid the Project 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 COUNTY, and rebid the Project, or (D) suspend or abandon the Project.
- 3.06.13 Under Article 3.06.12(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of CONSULTANT's responsibility in this regard and having done so, CONSULTANT shall be compensated in accordance with this Agreement. COUNTY may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.06.12(C) above. COUNTY agrees to discuss this issue with CONSULTANT prior to exercising this option.
- 3.06.14 If an estimate or cost analysis is required by COUNTY for this phase, CONSULTANT shall utilize CONSULTANT's **independent** cost estimator, or a replacement acceptable to COUNTY, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.
- 3.07 Phase V - Administration of the Construction Contract:**
- 3.07.01 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by COUNTY. 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.
- 3.07.02 CONSULTANT, as the representative of COUNTY during the Construction Phase, shall advise and consult with COUNTY and shall have authority to act on behalf of COUNTY within the limits established by this Agreement and the Contract Documents. CONSULTANT shall contemporaneously provide COUNTY 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.

3.07.03 CONSULTANT and CONSULTANT's respective subconsultants shall attend all key construction events as necessary, such as the pre-construction meeting, site meetings at regular intervals, walk through at Substantial Completion, and the annual inspection, 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~~ every two weeks will be required by CONSULTANT. The subconsultant will be required to visit the site at least once ~~a~~ every two weeks when their respective portion of the work is in progress.

- A) CONSULTANT shall visit the site at ~~least once per week~~ regular intervals and at key milestones 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 COUNTY's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, CONSULTANT shall keep COUNTY informed of the progress and quality of the Work. CONSULTANT shall promptly submit to COUNTY a detailed written report of the results of each visit to the site, photographs from the site visit, 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 COUNTY 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 COUNTY's staff, are undertaking inspection for or on behalf of COUNTY. CONSULTANT shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by COUNTY, replace personnel whom COUNTY has proven to be incompetent or unacceptable.
- C) CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.07.04 CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress. CONSULTANT and the subconsultants shall review and advise COUNTY 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, COUNTY may at its discretion require CONSULTANT and all subconsultants to regularly submit additional written materials or forms to COUNTY relating to or regarding the Project or its progress.

3.07.05 CONSULTANT shall assist COUNTY 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 COUNTY may request. The certification of a Certificate for Payment shall constitute a representation by CONSULTANT to COUNTY, 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 COUNTY.

- 3.07.06 CONSULTANT shall initially interpret matters and provide recommendations concerning performance of COUNTY and Contractor under the requirements of the Contract Documents on written request of either COUNTY or Contractor. CONSULTANT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. CONSULTANT shall render written advisory decisions, within a reasonable time, on all claims, disputes and other matters in question between COUNTY and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 3.07.07 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 COUNTY and Contractor, and shall not show partiality to either.
- 3.07.08 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 COUNTY. 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 be then fabricated, installed or completed, but CONSULTANT shall take such action only after consultation with COUNTY. CONSULTANT's monitoring of such additional special testing or inspections is a part of the Basic Services. COUNTY 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, without waiving its right to reimbursement from Contractor. 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.
- 3.07.09 CONSULTANT shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product substitutions, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by CONSULTANT unless COUNTY and CONSULTANT otherwise mutually agree. 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. CONSULTANT shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with COUNTY reimbursed by the Contractor under provisions of the Contract Documents.
- 3.07.10 CONSULTANT shall coordinate with COUNTY concerning COUNTY's required review of Change Orders ~~for Code Compliance~~. CONSULTANT shall:
- A) Meet with COUNTY prior to the preparation of change order items 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 independent cost estimator and provide COUNTY with a recommendation concerning the respective cost studies.
- C) Submit written and graphic information documenting proposed changes for formal review by COUNTY for code compliance.
- D) CONSULTANT shall review and indicate concurrence through signing change orders for COUNTY's authorization in accordance with the Contract Documents, and 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 effected by written order issued through COUNTY. 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 contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. CONSULTANT shall provide written notification to COUNTY concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time. CONSULTANT shall provide modified documents to both the COUNTY and Contractor.
- F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of COUNTY.

3.07.11 CONSULTANT shall conduct thorough site observations, make recommendations and otherwise assist County in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to COUNTY for COUNTY'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, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. CONSULTANT and the subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of COUNTY'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.

3.07.12 CONSULTANT shall within sixty (60) days of receipt of CONSULTANT approved as-built submittal from Contractor provide COUNTY with prints and electronic media copies of the ~~original~~ final drawings, which CONSULTANT has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of COUNTY. Submittal of these documents to COUNTY is a condition of final payment to CONSULTANT.

3.08 Phase VI - Warranty Administration and Post-Occupancy Services:

3.08.01 For one year following Substantial Completion of the construction project, CONSULTANT shall assist COUNTY, 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 observed discrepancies to COUNTY and Contractor.

3.08.02 CONSULTANT, with subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by COUNTY's Park Planning and Design Section at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, CONSULTANT shall:

- A) Assist COUNTY in reviewing the built Project on site;
- B) Participate in and assist COUNTY's Park Planning and Design Section 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 COUNTY, CONSULTANT and the Contractor, and recommendations concerning future design and construction of the same or similar building types.
- D) Assist COUNTY's Park Planning and Design Section 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 Commission, County Administrator and/or the public as required.

4.01 Optional Services:

4.01.01 Optional Services indicated with a checked box () are incorporated into this Agreement as a BASIC SERVICE.

4.01.02 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an appropriate written authorization, will be compensated for as provided under Article 6:

- A) Providing financial feasibility, or other special studies.
- B) Master planning or providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
- C) Providing services to make measured drawings of the existing site or facilities.
- D) Subsurface Utility Engineering (SUE) Services
 - 1. Provide utility designation services in areas near Welcome Center and near Open Venue Buildings in order to provide design information necessary under 3.02.02 A) 6 and to prevent the likelihood of damage during excavation.
 - a) Results are dependent upon field conditions at the time of locating services.
 - b) American Public Works Association (APWA) standards to be used for marking.

- c) Consultant shall provide marking services only; no exhibits or drawings need to be issued. Consultant shall reflect/utilize SUE findings internally to create project CAD base file.

E) Geotechnical Engineering Services

1. Geotechnical engineering services for earthwork, drainage calculations, paving recommendations, planting soil, and hardscape surfaces are required prior to the start of the design of this Project in order to provide design information necessary under 3.04.01 B) 3.
2. Geotechnical engineering including soil borings and percolation testing for the following building locations and playground areas as directed by the CONSULTANT and the CONSULTANT's subconsultants. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.
 - a) Gate House – 500-700 SF – 1 Boring to 20 feet
 - b) Animal Barn – 4500-5000 SF – 2 Borings to 20 feet
 - c) Covered Educational Arena – 1500 SF – 2 Borings to 20 feet
 - d) Welcome Center – 3750-4000 SF – 2 Borings to 20 feet
 - e) Open Venue Building – 6500-7000 SF – 3 Borings to 20 feet
 - f) Gazebo – 200 SF – 1 Boring to 20 feet
 - g) Garden Pavilion – 600 SF – 1 Boring to 20 feet
 - h) The existing general store building might be relocated and borings will be required for the new location if it is relocated. – 3 Borings to 20 feet
 - i) Perform three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards.
3. Within the borings, perform penetration resistance testing in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field by drilling personnel by measuring distances with a tape from known reference points.
4. Elevations at boring locations should be interpreted from a topographic plan.
5. For all Geotechnical Engineering Services rendered under this Agreement, CONSULTANT shall not charge more than the unit prices specified in Exhibit B.
6. CONSULTANT acknowledges and agrees that services under this Agreement are to be requested by COUNTY on an as-needed basis only, and no representation or guarantee is made by COUNTY to CONSULTANT that COUNTY will utilize CONSULTANT'S services exclusively or at all.

F) Arborist Services

1. Arborist Services for tree inventory/verification are required for the design of this Project in order to provide design information necessary under 3.04.01 B) 2.

G) Branding & Wayfinding Services

1. Branding and Wayfinding Services to develop a coordinated sign and graphics plan including design and execution planning for the park's environmental design packet beginning with a conceptual design and producing a defined catalog of part types, manufacturing and materials specifications, environment and graphics creation, location planning, and installation details.
 - a) Wayfinding messaging and graphics sizes and locations will be coordinated and finalized with the CONSULTANT as a part of this scope.
 - b) Educational content and interpretive design development beyond the signage is not included in this scope.
 2. Wayfinding Signs to include: vehicular, pedestrian, interior room/directory signage, regulatory signs (stop, speed limit, various parking signs), safety & informational signage (copy provided by CONSULTANT in association with COUNTY). The scope also includes the following:
 - a) Static and digital directories are to allow for user interaction. When not in use, display to be used for PSA's or advertising.
 - b) Sizing and locations for graphic presentations and other retail/informational panel and individual letter signs not included in the wayfinding group.
 3. Design work shall follow the Design Phase deliverables and are to parallel the construction phases.
- H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.
- I) Providing any additional or special professional services as may be required for the Project not within this Agreement.
- J) Providing the services of one or more full-time on-site representative during construction; including the services of a Special Threshold Inspector.
- K) Preparing revisions of Reconciliation and Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Contract Administrator, when so directed in writing by Contract Administrator, provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the 'Fixed Limit of Construction Cost'.
- L) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any other entity engaged with the construction of the Work.
- M) Preparing change orders and related documents required by changes (whether increases or decreases) in the scope of the Project as requested by the Contract Administrator for unforeseen conditions and Contract Administrator requested changes only and not for any changes due to the error or omission of Consultant.
- N) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such

documents.

- O) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- P) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to County from Consultant in the event the claims are not extensive or in the event the claims are determined by the Contract Administrator to be based upon the failure of Consultant or Subconsultant to properly perform its services or to comply with the provisions of this Agreement.
- Q) Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or Project administration.

End of Exhibit A - Scope of Services

**EXHIBIT A – SCOPE OF WORK
ATTACHMENT 1: PRELIMINARY PROJECT BUDGET**

RFP No: PNC2118392P1
Project: Tradewinds Park – Educational Farm and Gardens

The Contract Administrator’s preliminary Project Budget for this Project is outlined below. Consultants use of this budget is described in the Agreement and its Exhibit A, Scope of Work, for this Project. Preliminary Project Budget is subject to change at the Contract Administrator’s discretion.

The budget is expected to be between \$7.27 Million to \$8.50 Million

Sitework:	\$1,500,000 to \$1,800,000
Buildings and Structures:	\$4,875,000 to \$5,515,000
Playgrounds & Interactive Fountain:	\$600,000 to \$900,000

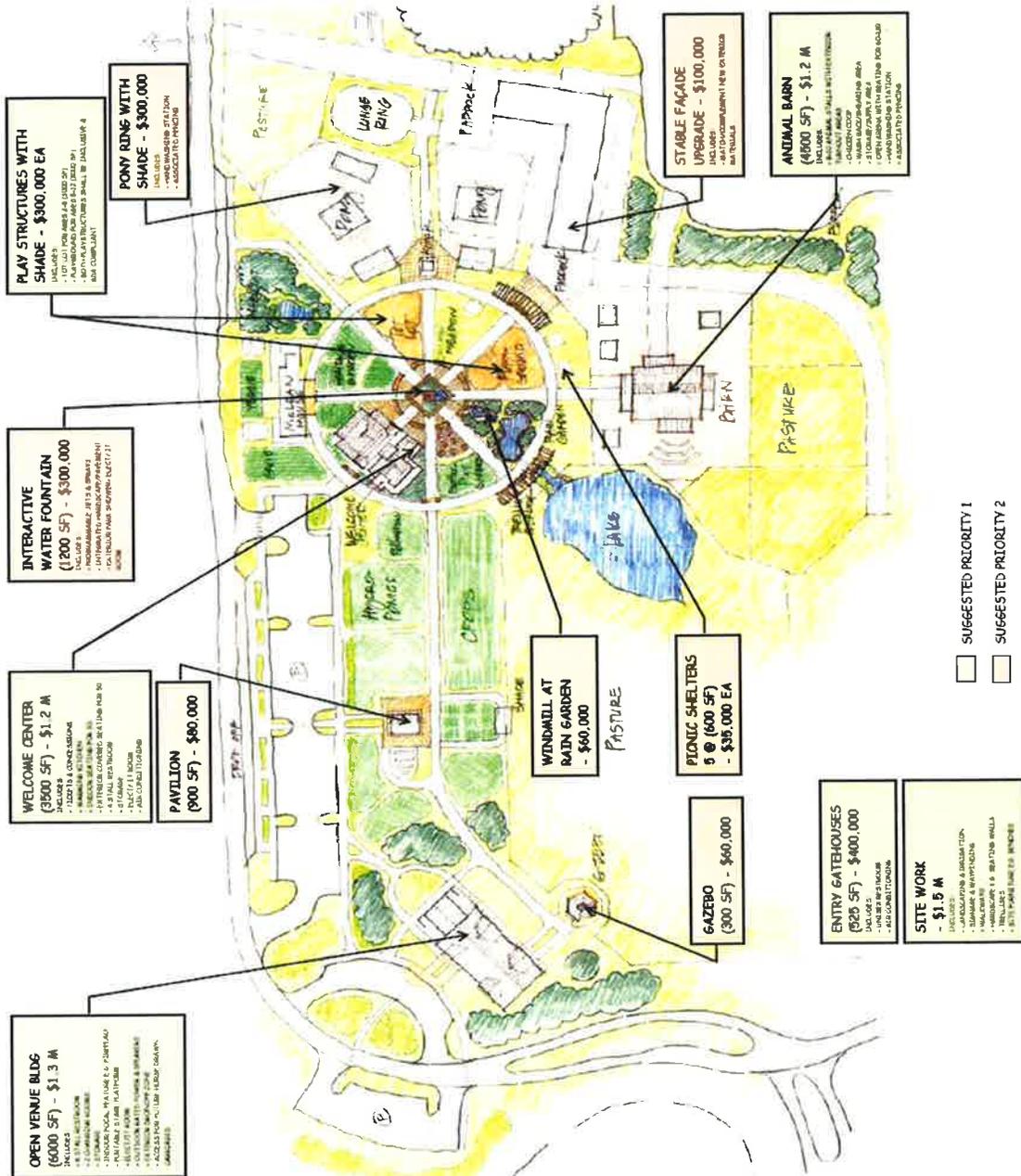
EXHIBIT A – SCOPE OF WORK
ATTACHMENT 1: PRELIMINARY PROJECT BUDGET



TRADEWINDS
PARK - NORTH

PHASE III - SITE/ARCHITECTURAL IMPROVEMENTS BUDGET SUMMARY

SITE WORK	\$1,500,000
BUILDINGS & STRUCTURES	\$4,875,000
- OPEN VENUE BUILDING	\$1,300,000
- WELCOME CENTER	\$1,200,000
- ANIMAL BARN	\$400,000
- ENTRY GATEHOUSES	\$400,000
- PONY RING	\$40,000
- PAVILION	\$40,000
- 6 PICNIC SHELTERS	\$175,000
- STABLE FACADE UPGRADE	\$100,000
- WINDMILL AT RAINGARDEN	\$60,000
PLAYGROUNDS	\$900,000
- INTERACTIVE FOUNTAIN	\$300,000
- TOT LOT (AGE 2-6)	\$300,000
- PLAYGROUNDS (AGE 6-12)	\$300,000
TOTAL CONSTRUCTION COST	\$7,275,000



SUGGESTED PRIORITY 1
 SUGGESTED PRIORITY 2

ESTIMATE OF PROBABLE CONSTRUCTION COSTS - for Planning Purposes only

10/24/2018

End of Attachment 1: Preliminary Project Budget

**EXHIBIT A – SCOPE OF WORK
ATTACHMENT 2: PROJECT SCHEDULE**

RFP No: PNC2118392P1
Project: Tradewinds Park – Educational Farm and Gardens

The required project schedule milestones for this Project are presented below. Items marked undetermined require additional development and submittal of the CONSULTANT’s Project Development Schedule as required by the Agreement for this Project.

ACTIVITY		DATE REQUIRED OR ESTIMATED TIME PERIOD	
Pre-design Services/ Programming Phase			
Consultant’s Document Preparation & Submittal	45 days	<input type="checkbox"/>	Undetermined
County Review	14 days	<input type="checkbox"/>	Undetermined
Consultant’s Document Correction & Resubmittal	0 days	<input checked="" type="checkbox"/>	Undetermined
Phase I: Schematic Design			
Consultant’s Document Preparation & Submittal	45 days	<input type="checkbox"/>	Undetermined
County Review	14 days	<input type="checkbox"/>	Undetermined
Consultant’s Document Correction & Resubmittal	0 days	<input checked="" type="checkbox"/>	Undetermined
Phase II: Design Development			
Consultant’s Document Preparation & Submittal	60 days	<input type="checkbox"/>	Undetermined
County Review	14 days	<input type="checkbox"/>	Undetermined
DRC/Site Plan Approval Process	120 days	<input checked="" type="checkbox"/>	Undetermined
Consultant’s Document Correction & Resubmittal	0 days	<input checked="" type="checkbox"/>	Undetermined
Phase III: Construction Documents – 50%			
Consultant’s Document Preparation & Submittal	60 days	<input type="checkbox"/>	Undetermined
*Submit for Final Site Approvals to Jurisdictional Agencies	0 days	<input checked="" type="checkbox"/>	Undetermined
County Review	21 days	<input type="checkbox"/>	Undetermined
Consultant’s Document Correction & Resubmittal	0 days	<input checked="" type="checkbox"/>	Undetermined
Phase III: Construction Documents – 100%			
Consultant’s Document Preparation & Submittal	60 days	<input type="checkbox"/>	Undetermined
County Review / Submit to City for Preliminary Plan Review	14 days	<input type="checkbox"/>	Undetermined
Consultant’s Document Correction & Resubmittal	0 days	<input checked="" type="checkbox"/>	Undetermined
Subtotal - Design Duration		467 days	
Phase IV: Bidding and Award			
Consultant’s Specification Document Correction & Resubmittal	14 days	<input checked="" type="checkbox"/>	Undetermined
Invitation to Bid - Bid Opening Date	45 days	<input type="checkbox"/>	Undetermined
County Bid Evaluation	120 days	<input checked="" type="checkbox"/>	Undetermined
Board Approval of Construction Contract	45 days	<input checked="" type="checkbox"/>	Undetermined
Phase V: Construction Contract Administration			
NTP 1: Preliminary/Pre-Construction Work	90 days	<input checked="" type="checkbox"/>	Undetermined
NTP 2: Construction Approved	0 days	<input type="checkbox"/>	Undetermined
Substantial Completion Date (Entire Project Site)	540 days	<input type="checkbox"/>	Undetermined
Final Completion Date (Entire Project Site)	60 days	<input type="checkbox"/>	Undetermined
Subtotal – Construction Duration		690 days	
Phase VI: Warranty Administration and Post-Occupancy		365 days	<input type="checkbox"/> Undetermined

* Site Plan submittal by Civil/Landscape

End of Attachment 2: Project Schedule

EXHIBIT A – SCOPE OF WORK
ATTACHMENT 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

1 Electronic Media Submittal Requirements

1.01 The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, this Agreement requires submittal of documents produced on electronic media. The County encourages Building Information Model (BIM) based design and documentation to the maximum extent possible, especially for all major projects including all new construction. For projects utilizing BIM delivery, CONSULTANT will include native format and IFC BIM deliverables at all project milestones, with any supplementary two-dimensional (2D) and three-dimensional (3D) deliverables to be derived from the model. Further, it is the intent of the COUNTY to require open-standard facility management data as a project deliverable at all milestones. Requirements for that media are presented below.

1.02 Additional Definitions and Identifications

- A) BIM: Building Information Model(ing). BIM is not a specific product or technology, instead it's a collection of software applications designed to facilitate coordination and project collaboration. BIM is also a process for developing design and construction documentation by virtually constructing a building, bridge or other form of infrastructure – before anything is built.
- B) CAD or CADD: Computer-Aided Design and Drafting. Interpreted as 2D (two-dimensional) representations in electronic format.
- C) COBie: Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of Building Sciences, Washington, DC. http://www.nibs.org/?page=bsa_cobie.
- D) Compatible Data: Data that can be accessed directly by the target BIM or CADD system upon delivery to the COUNTY, without further translation or post-processing of the electronic digital data files. It is the responsibility of CONSULTANT to ensure this level of compatibility.
- E) GIS: Geographic Information System designed to capture, store, manipulate, analyze, manage and present spatial or geographic data.
- F) IFC: Interoperability Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of Building Sciences, Washington, DC. <http://www.buildingsmart.org/compliance/certified-software>
- G) LOD: Level of Development Specification for Building Information Models. See the current edition (2014 or later), of the BIMForum LOD Specification for additional information. <http://bimforum.org/lof>

- H) OmniClass: OmniClass Construction Classification System (OCCS) is a means of organizing and retrieving information specifically designed for the construction industry. This Agreement incorporates Table 23 establishing National Standards for the classification of construction products. Most recent release date May 16, 2012. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible. <http://www.omniclass.org/about>

1.03 General Requirements

- A) All Work, including drawings, surveying work, maps, details or other drawing information to be provided in electronic media by CONSULTANT shall be accomplished and developed using CADD, or BIM, or a coordinated combination of both as determined by the Contract Administrator in a compatible data format and may also include other software and procedures conforming to the following criteria.
- B) Building Information Modeling (BIM) is not a requirement of this Project.

1.04 BIM and CADD Graphic Formats

- A) Provide all BIM and CADD data in any of the following software formats:
- 1) Autodesk, Inc. AutoCAD release 2014 or higher or
 - 2) Alternative, compatible BIM and/or CADD software formats that conform to the requirements below if accepted in writing by the Contract Administrator.
- B) BIM data required for submittals shall be provided in .ifc format in conformance with IFC2x3 V.2.0 or higher, as established by the buildingSMART International Alliance for Interoperability. Use of BIM vendor's or systems that incorporate the International Alliance for Interoperability IFC standard above must be approved in writing in advance by the Contract Administrator and comply with the electronic media requirements.
- C) 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.
- D) CADD data required for submittals shall be provided in native .dwg format or be contained within the structure of the BIM data required above.
- E) Copies of all BIM drawing sheets or other CADD submittals intended for hardcopy plotting or printing shall be provided by CONSULTANT in portable document format (pdf). Final document submittals must also include drawing web format (.dwf) electronic media of above.
- 1) CONSULTANT shall ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are compatible with

the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.

- F) Target platform: A personal computer with an operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.
- G) Any non-graphical database delivered with prepared drawings must be provided in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database. All database tables must conform to the structure and field-naming guidance provided upon request by the Contract Administrator.
 - 1) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
- H) BIM Content
 - 1) Provide all Building Information Modeling (BIM) models in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 Spatial Program Validation," dated May 21, 2015 or later. Provide space identification, charts and information in conformance with this Guide.
- I) CADD Standards
 - 1) Standard plotted drawing size: 24 inch x 36 inch sheets or 36 x 42 inch sheets.
 - 2) Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
 - 3) Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.
- J) CADD Layering
 - 1) Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", second edition or later.
 - 2) Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
- K) Attribute Definitions

- 1) Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
- L) Deviations from Standards
- 1) 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 3D (three dimensional) modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY's uses and information systems.
 - 2) No deviations from the Contract Administrator's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- M) Non-BIM/CADD Graphic Format
- 1) Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.
- N) Non-Graphic Format
- 1) Provide word processing files in Microsoft Word 2013 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
 - 2) Provide spreadsheet files in Microsoft Excel 2013 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
 - 3) Provide database files in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.
- O) Delivery Media and Format
- 1) Submit copies of all BIM/CADD data and other electronic files developed under this Agreement on electronic digital media as required for project phase submittals.
 - 2) Provide electronic digital data and files on labeled, read-only CD or DVD media. Flash drives are acceptable alternatives and shall contain identifying County

project information in their disk name. Other media will not be accepted without Contract Administrator's approval.

- 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.
 - 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Agreement Number, Agreement Title and Date.
 - b. The format and version of operating system software.
 - c. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - d. A list of the filenames (a separate sheet will be accepted).
- P) Before a BIM/CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
- 1) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
 - 2) Make sure all reference files are attached without device or directory specifications.
 - 3) Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
 - 4) Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
 - 5) Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
 - 6) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
 - 7) Document any fonts, tables, or other similar customized drawing element developed by CONSULTANT or not provided among the COUNTY-furnished

materials. CONSULTANT shall obtain the Contract Administrator's approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

Q) Submittals

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

R) Ownership

- 1) COUNTY will have unlimited rights under this 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) Unlimited rights under this Agreement are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any

purpose whatsoever without compensation to or approval from CONSULTANT except where otherwise limited within the Agreement.

- 3) The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this Agreement shall become the property of COUNTY except where otherwise limited within the Agreement.

S) Contract Administrator-Furnished Materials to CONSULTANT

- 1) The Contract Administrator may make various electronic information available to the CONSULTANT during the Pre-Design/Programming and Schematic Design phases of the Project, if available. These may include:
 - a. Work-files: Selected work product files, copies of BIM and/or CAD files, reports, spreadsheets, databases, specifications, drawings and other documentation of COUNTY's work in progress may be provided to CONSULTANT on an as-required basis.
 - b. Where electronic media submittals of final site surveys are required: COUNTY will provide electronic copies of any existing site survey data already on electronic media conforming to the above requirements, if available.

T) Other Digital Information

- 1) A variety of digital information may be generated by participants in the design process including the Contract Administrator, County Project Manager, subconsultants, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
- 2) CONSULTANT shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 3: Electronic Media Submittal Requirements

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects Inc.
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$95.41		2.87		\$250.00 *
Designer	\$71.10		2.87		\$204.06
Senior Project Manager	\$60.71		2.87		\$174.24
Project Manager	\$49.49		2.87		\$142.04
Job Captain	\$40.82		2.87		\$117.15
Project Specialist III	\$41.84		2.87		\$120.08
Project Specialist II	\$34.69		2.87		\$99.56
Project Specialist I	\$28.06		2.87		\$80.53
Administrative	\$34.69		2.87		\$99.56

Multiplier of 2.87 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (112.55 %)

FRINGE = HOURLY RATE X FRINGE (48.61 %)

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE = 2.87

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: Keffer Overton Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal 1	\$63.46		2.31		\$146.60
Principal 2	\$46.15		2.31		\$106.62
Ag Education Designer	\$40.38		2.31		\$93.29
Associate Designer	\$26.37		2.31		\$60.92

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00) %

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc.
 Subconsultant Name: EDSA, Inc

TITLE	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER 3.00		MAXIMUM BILLING RATE (\$/HR)
Principal	\$81.73	X	3.00	=	\$245.19
Vice President	\$58.83	X	3.00	=	\$161.49
Senior Associate	\$38.46	X	3.00	=	\$115.38
Designer	\$25.53	X	3.00	=	\$76.59
Administrative Support	\$33.32	X	3.00	=	\$99.96

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (141.03) %

FRINGE = HOURLY RATE X FRINGE (58.97) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.00) %

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ EDSA, Inc
 Subconsultant Name: Prevost Stamper, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Irrigation Principal	\$60.00		2.31		\$138.60
Irrigation Associate Principal	\$31.00		2.31		\$71.61
Irrigation Designer	\$26.00		2.31		\$60.06
Administrative Support	\$22.00		2.31		\$50.82

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00) %

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: Delta G Consulting Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$0.00		2.31		\$250.00*
Project Manager	\$52.40		2.31		\$121.04
Senior Engineer	\$52.40		2.31		\$121.04
Senior Designer	\$45.07		2.31		\$104.11
Junior Designer	\$39.30		2.31		\$90.78
BIM/CADD Technician	\$28.82		2.31		\$66.57
Project accountant	\$31.45		2.31		\$72.65

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00) %

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: Miller, Legg & Associates Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
PRINCIPAL	\$86.00		3.00		\$250.00*
SENIOR ENGINEER	\$58.89		3.00		\$176.67
PROJECT ENGINEER	\$43.06		3.00		\$129.18
SR. SURVEYOR	\$45.50		3.00		\$136.50
SR. DESIGNER / CADD TECH	\$33.65		3.00		\$100.95
ADMINISTRATIVE	\$23.28		3.00		\$69.84
DESIGN / CONSTRUCTION SPEC.	\$44.48		3.00		\$133.44
SURVEY CREW (3 PERSON)	\$61.95		3.00		\$185.85
SR. ENVIRONMENTAL SCIENTIST	\$49.72		3.00		\$149.16

**Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.31) %

FRINGE = HOURLY RATE X FRINGE (43.88) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.00) %

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

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

**Rounded down to 3.00 per negotiation meetings.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: Tierra South Florida, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$84.13		2.56		\$215.37
Senior Engineer	\$74.52		2.56		\$190.77
Project Manager	\$72.12		2.56		\$184.63
Professional Engineer	\$55.29		2.56		\$141.54
Project Engineer	\$33.66		2.56		\$86.17
CADD Technician	\$40.87		2.56		\$104.63
Field Inspector	\$30.00		2.56		\$76.80
Senior Technician	\$30.00		2.56		\$76.80
Administrative Assistant	\$31.25		2.56		\$80.00

Multiplier of 2.56 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (89.40) %

FRINGE = HOURLY RATE X FRINGE (42.88) %

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

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

**EXHIBIT B
MAXIMUM BILLING RATES – OPTIONAL SERVICES**

TIERRA SOUTH FLORIDA, INC.
Tradewinds Park North - Geotechnical Study Fee

I. FIELD INVESTIGATION (LAND)	Unit	# of Units	Unit Price	Total
Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	2	\$556.67	\$ 1,113.34
SPT Borings 0 - 50 ft depth	L.F	300	\$12.00	\$ 3,600.00
Grout Boreholes 0 - 50 ft depth	L.F	300	\$4.00	\$ 1,200.00
Casing Allowance 0 - 50 ft depth	L.F	0	\$6.00	\$ 0.00
Percolation Test	Test	3	\$384.85	\$ 1,154.55
II. LABORATORY TESTING				
Natural Moisture Content Tests	Test	6	\$10.00	\$ 60.00
Grain-Size Analysis - Full Gradation	Test	6	\$58.80	\$ 352.80
Atterberg Limits	Test	2	\$68.08	\$ 136.16
Corrosion Test	Test	0	\$185.00	\$ 0.00
Organic Content Tests	Test	4	\$53.00	\$ 212.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES				
Site Recon. /Utility Coordination Sr. Engineering Technician	Hour	6	\$98.12	\$ 588.72
IV. ENGINEERING AND TECHNICAL SERVICES				
Principal	Hour	0	\$196.28	\$ 0.00
Senior Engineer	Hour	8	\$157.03	\$ 1,256.24
Project Engineer	Hour	15	\$133.17	\$ 1,997.55
CADD/Computer Technician	Hour	10	\$98.12	\$ 981.20
TOTAL FEE FOR GEOTECHNICAL SERVICES				\$ 12,652.56

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: Image Resource Group

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Art Director	\$47.61	x	2.31	=	\$110.00
Creative Director	\$47.61	x	2.31	=	\$110.00
PM Director	\$47.61	x	2.31	=	\$110.00
Creative Designer	\$36.79	x	2.31	=	\$85.00
Sr. Designer	\$32.46	x	2.31	=	\$75.00
Sr. Project Manager	\$36.79	x	2.31	=	\$85.00
Designer	\$21.64	x	2.31	=	\$50.00

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00) %

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2118392P1
 Project Title: Design Services for Tradewinds Park North
 Consultant/ Saltz Michelson Architects, Inc
 Subconsultant Name: TRC Worldwide Engineering (Restoration and Inspection), LLC.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.31	=	MAXIMUM BILLING RATE (\$/HR)
Managing Principal	\$57.69		2.31		\$133.26
Project Manager	\$36.00		2.31		\$83.16
Project Engineer	\$30.00		2.31		\$69.30
Revit Modeler	\$28.00		2.31		\$64.68
Business Developer / Office Coordinator	\$21.63		2.31		\$49.97

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00) %

FRINGE = HOURLY RATE X FRINGE (10.00) %

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

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

Notes:

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

**EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

Project: Design Services for Tradewinds Park North
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSR	SUBR WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises--Operations <input type="checkbox"/> KCU 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 Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" 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"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & 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"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> LIQUOR LIABILITY <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of	3 Years	
			*Maximum Deductible	\$100,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood)	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible	\$10 k	
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. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Risk Management Division		

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT PNC2118392P1
Design Services for Tradewinds Park North

Work Authorization No. SMA-X.XX
Under
Agreement between Broward County and Saltz Michelson Architects, Inc.
for
Name/Description of Optional Service(s)/Tasks

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and Saltz Michelson Architects, Inc. ("Consultant") for Design Services for Tradewinds Park North, Contract RFP No. PNC2118392P1 (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item _____).
2. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized by Article 6 of the Agreement.
3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

- 3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of Basic Services for Tasks of Exhibit A payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 5.2 of the Agreement up to a maximum amount not-to-exceed of \$ xxx.xx .
- 3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Basic Services for Tasks of Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, a total lump sum of \$ xxx.xx .
- 3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$ xxx.xx for potential reimbursable expenses that may be utilized pursuant to Article 5.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. xxxx xxxx xxxxxx xxxxxx xxxxxx

4. Schedule.

Consultant shall perform the services described in Exhibit A within:

- xxx calendar days ("Time for Performance"), or
- the time periods specified in the Project Schedule included in Exhibit A ("Time form Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

The CBE participation for this Work Authorization is projected to be at xx.xx% due to the type of work. Saltz Michelson Architects, Inc. is committed to meeting the contract requirement of CBE participation percentage at a contract level.

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. **SMA-X.XX** : BROWARD COUNTY, by and through its _____, as authorized pursuant to Section 6.3 of the Agreement, and **Saltz Michelson Architects, Inc.**, signing by and through its _____, duly authorized to execute same.

County

WITNESS:

BROWARD COUNTY, by and through
its _____

Signature of Witness

By: _____
[enter name and title]

Print Name of Witness

____ day of _____, 20 ____.

Signature of Witness

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Print Name of Witness

By: _____
[enter name] (Date)
Assistant County Attorney

By: _____
[enter name] (Date)
Deputy County Attorney

Consultant

WITNESSES:

Saltz Michelson Architects, Inc.

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20__

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT E
SUBCONSULTANT SCHEDULE, CBE PARTICIPATION AND CBE LETTERS OF INTENT

RFP No: PNC2118392P1
Project: Tradewinds Park – Educational Farm and Gardens

SUBCONSULTANT SCHEDULE

No.	Firm Name	Discipline	CBE Firm
1	Saltz Michelson Architects, Inc	Architecture - PRIME	CBE
2	Keffer/Overton Associates	Animal Facility Design Expert	-
3	TRC World Engineering	Structural Engineering	-
4	Delta G Consulting Engineers, Inc	MEP & Fire Protection Engineering	CBE
5	EDSA, Inc	Landscape Architecture	-
	* <i>Prevost Stamper, Inc.</i>	<i>Irrigation Design Services</i>	-
6	Miller Legg	Civil Engineering	-
	Miller Legg	Subsurface Utility Engineering (SUE)	-
	Miller Legg	Arborist	-
7	Tierra South Florida, Inc	Geotechnical Engineering	-
8	Image Resource Group	Branding and Wayfinding	-

**Subconsultant to EDSA, Inc*

CBE PARTICIPATION

CBE / Firm	Description	CBE Category	Fees	% of Basic Service Fees
Saltz Michelson Architects, Inc	Architecture	CBE	\$366,761.13	48.20%
Delta G Consulting Engineers, Inc	MEP & Fire Protection	CBE	\$75,388.26	10.30%
Total CBE Participation			\$442,149.39	58.50%

**EXHIBIT E
CBE LETTERS OF INTENT**



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

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

Solicitation No.: Solicitation PNC2118392P1

Project Title: Design Services for Tradewinds Park North

Bidder/Offeror Name: Saltz Michelson Architects, Inc.

Address: 3501 Griffin Road City: Fort Lauderdale State: FL Zip: 33312

Authorized Representative: Charles A. Michelson, AIA, ACHA, LEED AP Phone: (954) 266-2700

CBE Firm/Supplier Name: Saltz Michelson Architects, Inc.

Address: 3501 Griffin Road City: Fort Lauderdale State: FL Zip: 33312

Authorized Representative: Charles A. Michelson, AIA, ACHA, LEED AP Phone: (954) 266-2700

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Architectural Planning & Design	541310 541400 541310	TBD	50 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Charles A. Michelson  Title: President Date: 06/19/2019

Bidder/Offeror Authorized Representative

Signature: Charles A. Michelson  Title: President Date: 06/19/2019

¹ Visit Census.gov and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

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

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

**EXHIBIT E
CBE LETTER OF INTENT**



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

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

Solicitation No.: Solicitation PNC2118392P1

Project Title: Design Services for Tradewinds Park North

Bidder/Offeror Name: Saltz Michelson Architects, Inc.

Address: 3501 Griffin Road City: Fort Lauderdale State: FL Zip: 33312

Authorized Representative: Charles A. Michelson, AIA, ACHA, LEED AP Phone: (954) 266-2700

CBE Firm/Supplier Name: Delta G Consulting Engineers, Inc.

Address: 707 NE 3rd Avenue Suite 200 City: Fort Lauderdale State: FL Zip: 33304

Authorized Representative: George SanJuan, P.E., LEED AP, President Phone: (954) 527-1112

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

Work to be performed by CBE Firm

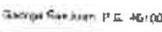
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
MEP/FP Engineering	541330, 922160	TBD	7.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 06/12/2019

Bidder/Offeror Authorized Representative

Signature:  Title: President Date: 06/12/2019

¹ Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

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

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
PARKS AND RECREATION SECURITY REQUIREMENTS

Supplier: Saltz Michelson Architects

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>.
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company

name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

1. The Port Everglades Department 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 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the

fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be

- displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
 5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by

- contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
 7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
 8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
 9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.