

**AGREEMENT BETWEEN BROWARD COUNTY AND MCINERNEY, INC.
FOR PROFESSIONAL CONSULTANT SERVICES FOR AIRPORT STUDIES,
EVALUATIONS AND ASSESSMENTS (RFP # PNC2129225P1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and McInerney, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

A. County issued a request for proposals ("RFP") No. PNC2129225P1 for Professional Consultant Services for Airport Studies, Evaluations and Assessments.

B. Consultant represents that it is experienced in providing Professional Consultant Services for Airport Studies, Evaluations and Assessments.

C. County desires to engage Consultant to provide continuing professional engineering services for studies and reports.

D. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

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

ARTICLE 1. DEFINITIONS

1.1. **Airport** means the Fort Lauderdale-Hollywood International Airport (FLL), and North Perry Airport (HWO) both located in Broward County, Florida, and all property encompassed within the boundaries of the Airports.

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

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

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

1.5. **Code** means the Broward County Code of Ordinances.

1.6. **Contract Administrator** means the Director of the Broward County Aviation Department, the Assistant Director of the Broward County Aviation Department, or such other person

designated by the Director of the Broward County Aviation Department in writing. The Contract Administrator is the representative of County concerning this Agreement.

1.7. **Contractor** shall mean the person, firm, corporation, or other entity (if any) that enters into an agreement with County to perform construction work related to the work to be performed by Consultant under a Work Authorization. If no Contractor has been retained by County, the obligations of Consultant regarding Contractor in this Agreement shall not apply.

1.8. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81 et seq., of the Code.

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

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

1.11. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with an activity, phase, or task, as specified in a Work Authorization.

1.12. **Project** means any professional services and resulting construction-related activities (if any) identified in the applicable Work Authorization.

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

1.14. **Services** means the work described in the applicable Work Authorization, and all applicable professional services associated therewith.

1.15. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.16. **Subconsultant** means any entity or individual, including any subcontractor and any third party issued a Form 1099 by Consultant, that provides Services to County through Consultant, regardless of tier.

1.17. **Work Authorization** means the document(s) issued pursuant to this Agreement setting forth the Services to be performed by Consultant, payment terms, schedule, deliverables, and/or other requirements established by the Contract Administrator, issued on a County form appropriate to the award authority for joint execution as more fully described in Articles 3 and 5.

ARTICLE 2. EXHIBITS

Exhibit A	General Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form
Exhibit E	Schedule of Subconsultants
Exhibit F	CBE Subconsultants and Letters of Intent
Exhibit G	Airport Additional Requirements

ARTICLE 3. SCOPE OF SERVICES; WORK AUTHORIZATIONS

3.1. Consultant shall provide all Services stated in each fully executed Work Authorization, including all necessary, incidental, and related activities required for full and complete performance of this Agreement. Award of this Agreement to Consultant does not guarantee work will be requested by County, and County's election not to issue Work Authorization(s) shall not be deemed a breach of this Agreement.

3.2. The Services described in a Work Authorization do not delineate every detail and minor work task required to be performed by Consultant. If Consultant determines that additional work should be performed to complete the Services and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Work Authorization identifies such activities, Consultant will promptly notify the Contract Administrator in writing and seek written approval of the Contract Administrator before proceeding with the additional work. If Consultant proceeds with such work without notifying the Contract Administrator and obtaining the Contract Administrator's written approval, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Work Authorization, with no additional compensation or time for such work. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. In addition, any such work that would entail additional compensation to Consultant by County, or additional time for performance, requires an amendment to the Agreement or to the Work Authorization pursuant to the terms of this Agreement. Unless there is an executed amendment to the Agreement or to the Work Authorization (or a dispute as set forth in Section 6.2), any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3. County will place at Consultant's disposal all information County reasonably has available that is pertinent to the Services to be performed. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property if required for Consultant to perform the Services. Deliverables and documents required to be submitted by Consultant to County under this Agreement and/or a Work Authorization will be reviewed by County and

responded to in writing with any comments within the time for such comments, if any, set forth in the applicable Work Authorization.

3.4. If the Services relate to a construction project, Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's standard form documents or those County documents governing forms of construction delivery. Consultant agrees to meet with County at reasonable times after reasonable notice.

3.5. Work Authorizations. All Services must be authorized in writing by a Work Authorization in accordance with the requirements of this section.

3.5.1. Before Services are commenced pursuant to a Work Authorization, Consultant must supply the Contract Administrator with an estimate for all charges expected to be incurred for those Services.

3.5.2. Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by both County and Consultant.

3.5.3. Work Authorizations, and any amendments thereto, may be approved by the Contract Administrator up to the aggregate maximum amount stated in Section 5.1.

3.5.4. Any change of scope in a Work Authorization requiring charges in excess of the amount approved in the Work Authorization requires an amended Work Authorization. Consultant's compensation shall not exceed the amount approved in the Work Authorization or amended Work Authorization, as applicable.

3.5.5. All Work Authorizations must contain, as a minimum, all of the following information and requirements:

3.5.5.1. A statement of the method of compensation (maximum amount not to exceed or lump sum), and a budget establishing the amount of compensation and reimbursables to be paid, which amount shall constitute a guaranteed maximum and shall not be exceeded without prior written approval of County. If County does not approve an increase in the guaranteed maximum amount and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated and Consultant shall be paid in full for all work completed to that point, but shall in no case more than the guaranteed maximum amount. If County does not approve an increase in the guaranteed maximum amount and the need for such action arises out of or relates to the acts or omissions of Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, Consultant is required to perform all such additional work without any increase in compensation. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.5.5.2. A time established for completion of the Services and/or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

3.5.5.3. Any other additional instructions or provisions relating to the Work Authorization.

3.5.6. Work Authorizations may not be split in order to meet lower authorization thresholds as described in the Procurement Code or avoid the requirements of the CCNA.

3.6. Consultant will complete each Work Authorization and component tasks assigned without regard to whether such completion would cause work to be performed after any expiration date provided for in this Agreement. Any Work Authorization with a duration or specified term that extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work, additional time, and/or additional fees to the extent allowed in this Agreement, provided said work is within the Services originally authorized by the existing Work Authorization. The terms and conditions of this Agreement continue to apply to that Work Authorization notwithstanding the expiration of this Agreement.

3.7. Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County. Pursuant to Section 558.005(1), Florida Statutes, the Parties agree to opt out of the requirements of Section 558.005, Florida Statutes.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1. This Agreement begins on the execution of this Agreement and ends three (3) years after that date, unless otherwise terminated or renewed. County may renew this Agreement on the same terms and conditions for up to two (2) additional one-year terms. To exercise any renewal authorized by this section, the Purchasing Director must notify Consultant in writing at least fifteen (15) days prior to the end of the then-current term. Notice to Consultant of such renewal by electronic mail alone shall be effective and sufficient. Consultant shall perform the Services within the time periods specified in the applicable Work Authorization. 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 prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per the applicable Work Authorization). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents from one phase identified in any Work Authorization for the Contract Administrator's review and approval prior to Consultant commencing Services for another phase.

4.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by County or

other governmental agencies having jurisdiction and such delays are not the result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, the Contract Administrator has authority, in their sole discretion, and subject to a written amendment to either this Agreement or the applicable Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4. This section is only applicable if (a) the Services relate to construction work, (b) County has retained a Contractor, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Services on or before the substantial completion date specified in its agreement with County through no fault of Consultant, or if Contractor is granted an extension of time beyond said substantial completion date and the time for completion of Services is 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. If Contractor's failure to substantially complete the construction work on or before the substantial completion date specified in its agreement with County is caused in whole or in part by Consultant, a Subconsultant, or anyone acting by, through, or under 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.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1. Amount and Method of Compensation. The aggregate maximum amount of all Work Authorizations issued pursuant to this Agreement shall not exceed a total of two million and five hundred thousand dollars (\$2,500,000). The fee for professional services for each individual study activity under this Agreement shall not exceed five hundred thousand dollars (\$500,000).

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Work Authorizations in which the method of compensation is a maximum not-to-exceed amount, County shall pay Consultant for all Services performed based on the Salary Costs specified in the applicable Work Authorization and reimburse Consultant for reimbursables as defined in Section 5.3. The "maximum amount not-to-exceed" method of compensation means that

Consultant shall perform all Services set forth in the applicable Work Authorization for total compensation in the amount of or less than that amount. The hourly rates payable by County for Consultant's employees shall be the actual salary rates for each respective employee, provided such rates do not exceed the rates shown on Exhibit B, Maximum Billing Rates, for the applicable employee category.

5.1.2. Lump Sum Compensation. For Work Authorizations in which the method of compensation is lump sum compensation, County shall pay Consultant for completion of all Services the lump sum amount stated in the applicable Work Authorization.

5.1.3. Reimbursable Expenses. Subject to Section 5.3, County will reimburse Consultant for authorized Reimbursable Expenses as defined in that section. Any unused amounts shall be retained by County.

5.1.4. Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit B and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum amount.

5.2. Salary Costs. The term "Salary Costs" as used herein shall mean the hourly rate actually paid to the personnel engaged directly in performing the Services, adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) a final operating margin. Said Salary Costs are to be used only for time directly attributable to the performance of Services. 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 duration of this Agreement unless otherwise provided for in this Agreement or a Work Authorization.

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

5.2.2. Salary Costs shown in Exhibit B are the maximum billing rates for each Consultant and Subconsultant employee category, and are provisional subject to audit of actual costs; if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant will promptly 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 under this Agreement.

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, Consultant must submit a supplemental

Exhibit B reflective of such rates to the Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice County accordingly.

5.2.4. The total hours payable by County to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for such additional hours provided by nonexempt employees at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees 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 duration of this Agreement, shall be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6. Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from County, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless 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, arising from or relating thereto.

5.3. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to the Services (collectively, "Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except as otherwise stated herein or detailed in Exhibit B-1, Reimbursables for Direct Non-salary Expenses. Mileage for travel within Palm Beach, Broward, and Miami-Dade Counties is not reimbursable. County shall not be liable for any Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

5.4. Method of Billing.

5.4.1. For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis, for all Salary Costs and Reimbursable Expenses attributable to each Work Authorization. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number (if any), the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. Reimbursables for Direct Non-salary Expenses and Subconsultant fees must be documented by copies of paid invoices or receipts that describe the amount and nature of the expenses and contain a project number (if any) or other identifier that clearly indicates the expense is identifiable to the Work Authorization. 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 must provide backup for past and current invoices that records hours and Salary Costs by employee category, expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2. For Lump Sum Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number (if any), the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase. Invoices for each phase shall not exceed the amounts allocated to said phase. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested,

Consultant must 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. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator.

5.5.2. Unless otherwise provided in this section, County shall have the right to retain an amount equal to ten percent (10%) of each invoice ("retainage") until satisfactory completion of the applicable phases specified in Exhibit A. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable. Any decision by County not to retain amounts as provided for in this section shall not be construed as a waiver of any right or claim that County may have associated with any failure of Consultant to complete the applicable phase. County may set off any amounts Consultant owes to County under this Agreement against any amounts County owes to Consultant under this Agreement.

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 a Work Authorization must be approved by the Purchasing Director.

5.5.4. Payment will be made to Consultant at the address for notices in Section 11.11, unless otherwise requested by Consultant in writing and approved by the Contract Administrator in writing.

5.5.5. After the expiration of this Agreement, Consultant and County shall continue to perform their obligations in accordance with the terms and conditions of this Agreement with respect to all Work Authorizations fully executed prior to the expiration date of this Agreement, provided that neither this Agreement nor the applicable Work Authorization have been terminated in accordance with the terms of this Agreement.

5.6. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds

or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 8.

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

5.8. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Consultant in any amount, Consultant shall promptly refund to County such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Consultant shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

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

ARTICLE 6. CHANGES IN SERVICES

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

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

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

7.5. Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual

unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Consultant's compensation in this Agreement.

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

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

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

7.9. Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and Optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, 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 shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

7.10. Prohibited Telecommunications. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the duration of this Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

7.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the Agreement.

7.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

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

ARTICLE 8. TERMINATION

8.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, any of the following:

8.1.1. Consultant's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

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

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

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement or any Work Authorization for convenience, including in the form of County's obligation to provide advance written notice to Consultant of such termination in accordance with this section. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed 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, and County shall have no further obligation to pay Consultant for Services under 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 addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs associated with Consultant's failure to comply with any term(s) of this Agreement.

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

9.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

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

administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant shall obtain the 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 insurers may acquire against County and shall obtain the same in an endorsement of Consultant's insurance policies.

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

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

10.1. Consultant shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code, 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 or Applicable Law, all such remedies being cumulative.

10.2. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for twenty-three percent (23%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.3. Each CBE firm utilized by Consultant to meet the CBE goal must be certified and their participation approved in advance by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Services and no CBE firm is available to perform the modified Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant.

10.4. 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 1-81.1 of the Code) 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 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or 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, et seq. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.5. Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., of the Code, 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.

10.6. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change

orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.7. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist identified by OESBD. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator, in conjunction with OESBD, shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.8. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 5.8.

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. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator or designee may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Services. The Contract Administrator may also approve in writing minor modifications to the Services that do not increase the total cost to County or waive any rights of County. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Services shall be addressed.

11.2. Rights in Documents and Work. Except as provided in the section of this Agreement titled "Reuse of Materials, Deliverables, and other Work Product," any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, or other work created by Consultant specifically for County in connection with performing Services, in their native file format, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Consultant represents and warrants that it has all necessary

legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Consultant must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Consultant may be withheld until all Documents and Work are provided as set forth herein. Consultant shall ensure that the requirements of this section are included in all Consultant's agreements with Subconsultants.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

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

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

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

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law 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.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide

a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of County's obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless 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 nondisclosure of Restricted Material in response to a third-party request.

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:

[https://browardcounty.govqa.us/WEBAPP/rs/\(S\(roaifokw0f4aqgp0rwlpfgl\)\)/supporthome.aspx](https://browardcounty.govqa.us/WEBAPP/rs/(S(roaifokw0f4aqgp0rwlpfgl))/supporthome.aspx).

11.4. Audit Rights and Retention of Records. Consultant and all Subconsultants 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. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. 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 duration of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspections with Consultant's employees, Subconsultants, vendors, or other laborers.

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, e-mails, 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, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

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

Consultant shall, by written contract, require all 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 based upon such entry. Consultant shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Consultant shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Consultant.

11.5. Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services. 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 of Consultant set forth in Article 9 on Consultant's Subconsultants.

11.6. Subcontracting; Assignment; Change of Control. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the nonassigning Party to immediately terminate this Agreement, in addition to any other remedies available to the nonassigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer,

encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, “change of control” means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Consultant, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Consultant or in the entity that controls Consultant’s business; or (c) the sale, lease, or transfer of all or substantially all of Consultant’s assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Consultant or its parent, or (ii) a transfer between existing owners of Consultant that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Consultant of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.7. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Consultant is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Consultant must ensure that any use of generative artificial intelligence tools by Consultant or its Subconsultants does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Consultant must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.8. Indemnification of County. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 11.8.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 11.8.2 shall apply. The terms “construction contract,” “professional services contract,” and “design professional” used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

11.8.1. Construction and Professional Services Contracts. Consultant shall indemnify and hold harmless County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

11.8.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this

Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

11.8.3. The applicable provisions of Section 11.8 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Consultant under this Agreement may be retained by County until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

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

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

11.11. Notices. Unless otherwise stated herein, for 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). A Party may change its notice address by providing notice of such change in accordance with this section.

FOR COUNTY:

Airport Development, Contract Administrator
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Email address: MGale@Broward.org

FOR CONSULTANT:

Brian McNerney, President
McNerney, Inc
1447 NW 129th Terrace
Sunrise, FL 33323
Email address: brian@mciinc.co

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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Consultant’s Staff. Consultant will provide the key staff identified in Exhibit A (if none listed in Exhibit A, then identified in response to County’s request for a proposal or Consultant’s proposal for each Work Authorization) 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 for County to determine the suitability of the proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request the removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.13. Independent Contractor. Consultant is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, 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. Consultant and each Subconsultant shall be responsible for any amounts owed to their respective employees for work performed in excess of forty (40) hours in any week if the employee was misclassified as “exempt.”

11.14. 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. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.15. 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.

11.16. Third-Party Beneficiaries. Neither Consultant nor County intends to primarily or directly 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.

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

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

11.19. Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

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

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

11.22. 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 within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.23. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.24. Reuse of Materials, Deliverables, and other Work Product. County may, at its option, reuse (in whole or in part) the work product, materials, or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and Services as described herein and in the applicable Work Authorization) without additional compensation being owed to Consultant; and Consultant agrees to such reuse in accordance with this provision. 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. If County elects to retain Consultant in connection with a reuse assignment, Consultant will be paid a reuse fee to be negotiated between County and Consultant. In connection with any reuse assignment that County elects to retain Consultant to perform, Consultant shall revise the design documents to comply with building codes and other jurisdictional requirements current at the time of reuse for the new use or site location. Except for the reuse payment negotiated between County and Consultant, the terms and conditions of this Agreement shall remain in force for each reuse assignment, unless otherwise agreed by the Parties in writing.

11.25. Payable Interest.

11.25.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all

entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.25.2. Rate of Interest. If the preceding section 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).

11.26. 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.

11.27. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.28. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

11.29. Public Art and Design. If the Project includes artwork as defined by Section 1-88 of the Code, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide workspace for the artist during the preliminary design and design phases. The artist's design, as properly incorporated into the design of the Project, shall be included by Consultant in any applicable permitting 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 requirements of working with the artist(s). If the Project is funded in whole or in part with proceeds from the transportation surtax, only artistic elements that are not prohibited under Section 212.055, Florida Statutes, may be funded through the surtax.

11.30. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

11.31. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative

Code (“Workforce Investment Program”). Consultant affirms it is aware of the requirements of the Workforce Investment Program and will use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to County upon request all records documenting Consultant’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.32. Use of County Name or Logo. Consultant shall not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.33. Additional Requirements. Consultant shall comply with the Airport Additional Requirements attached hereto as Exhibit G, including Attachments I, II, and III thereto.

11.34. Iron and Steel Products. For any Project that constitutes a “public works project” as defined in Section 255.0993, Florida Statutes, any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

11.35. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Consultant breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Consultant must pay County a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

(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 _____, 2026; and Consultant, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2026

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

Alexander J. Williams, Jr. Digitally signed by
Alexander J. Williams, Jr.
Date: 2026.01.16
11:04:05 -05'00'

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

MICHAEL KERR Digitally signed by
MICHAEL KERR
Date: 2026.01.16
11:27:55 -05'00'

By: _____
Michael J. Kerr (Date)
Chief Counsel

BCF 202-CS Airport Studies
07/01/2025
#80071.0172

**AGREEMENT BETWEEN BROWARD COUNTY AND MCINERNEY, INC.
FOR PROFESSIONAL CONSULTANT SERVICES FOR AIRPORT STUDIES,
EVALUATIONS AND ASSESSMENTS (RFP # PNC2129225P1)**

CONSULTANT

McInerney, Inc.

Digitally signed by Brian P McInerney
DN: cn=Brian P McInerney,
o=Qualcomm, ou=1410000001940238324D000D78B9,
c=US
Date: 2026.01.15 17:11:25-0500

Brian P McInerney

By: _____

Authorized Signer

Brian McInerney

Print Name and Title

15
____ day of January, 2026

Exhibit A Scope of Services

This Agreement is for Airport Studies, Evaluations, and Assessment Projects, located at Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO), and will primarily be used to provide updates to the Utilities Master Plans for Water, Wastewater, Stormwater, Communications, and Electrical services. Additional projects of a similar nature related to the scope of this Agreement may be added as needed.

Consultant will be required to participate in various tasks related to the projects including, but not limited to, meetings with the Broward County Aviation Department (BCAD) and related stakeholders, perform engineering calculations, prepare engineering reports, perform evaluations, develop presentations for staff and executive management. The projects may involve facilities located landside, airside, and terminal areas at the Airports.

1. The following professional engineering services may be utilized under the Agreement:

- a. Studies
- b. Assessments
- c. Evaluations
- d. Reports
- e. Planning
- f. Programming
- g. Modeling
- h. Appraisal
- i. Surveying
- j. Cost estimating and scheduling services

2. The Consultant may be asked by BCAD to provide services for the following projects and other projects of similar nature:

No.	Potential Projects
1	Stormwater Master Plan Update
2	Water Master Plan Update
3	Wastewater Master Plan Update
4	Electrical Master Plan Update
5	Communications Master Plan Update
6	On-call services for Stormwater, Water, Wastewater: Hydraulic Modeling, Permits
7	FLL Pavement Evaluations: Airfield
8	HWO Pavement Evaluations
9	FLL Structural Evaluation
10	FLL-HWO Topographic Surveying Services
11	Engineering Inspections associated with a Study or evaluation

12	FLL-HWO Peer Review: Plans-Specs
13	FLL-HWO Traffic Studies
14	FLL-HWO Wildlife Studies
15	Forensic Engineering Studies
16	FLL Master Plan Enabling Projects Evaluation
17	FLL-HWO Geotechnical Investigation
18	FLL-HWO Environmental Engineering Evaluation
19	FLL-HWO Mechanical, Electrical, and Plumbing (MEP) Assessment

NOTES:

1. Tasks under the Agreement will be assigned and issued by Work Authorization. Each Work Authorization will have its own defined scope with the associated services, deliverables and fees, which will be individually negotiated and approved.
2. Work Authorizations will be issued on an “as-needed” basis. Award of the Agreement does not limit the County’s options to procure the services outlined above from other vendors or consultants, or from completing all or part of the described services by the County’s own forces. Award of the Agreement does not guarantee assignment of work or of particular projects during the term of the agreements.
3. Utilities Master Plan tasks and hydraulic modeling tasks will be performed using software platforms such as InfoWater Pro, for water hydraulic modeling; InfoSWMM, for wastewater hydraulic modeling; and StormWise™ (ICPR4), for stormwater hydraulic modeling, currently in use by Broward County.

END OF SCOPE

Exhibit B Maximum Billing Rates

Exhibit B Maximum Billing Rates

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McInerney, Inc.

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Principal	\$135.06		2.31		\$311.99
Engineer IV	\$112.55		2.31		\$259.99
Project Manager	\$105.80		2.31		\$244.39
Planner	\$96.61		2.31		\$223.18
Senior Inspector	\$61.90		2.31		\$142.99
CAD Tech	\$56.28		2.31		\$130.01
Admin Assistant	\$45.02		2.31		\$104.00

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes:

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

* Negotiated Maximum Billing Rate

**Exhibit B
Maximum Billing Rates**

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant/ Subconsultant: McInerney Inc.
Subconsultant: EAC Consulting

Title	Maximum Hourly Rate (\$/HR)	X	Multiplier	Maximum Billing RATE (\$/HR)
Principal	\$168.83		2.95	\$350.00*
Pavement Expert	\$130.65		2.95	\$300.00*
QA/QC Engineer	\$125.96		2.95	\$300.00*
Chief Engineer	\$125.81		2.95	\$300.00*
Senior Project Manager	\$121.14		2.95	\$300.00*
Senior Engineer	\$115.93		2.95	\$300.00*
Project Manager	\$108.22		2.95	\$300.00*
Senior Construction Engineer	\$105.18		2.95	\$300.00*
Project Engineer	\$93.42		2.95	\$275.58
Engineer	\$89.29		2.95	\$263.40
Construction Engineer	\$85.21		2.95	\$251.38
Graphics Specialist	\$58.53		2.95	\$172.65
Senior CADD Technician	\$53.68		2.95	\$158.34
CADD Technician	\$52.54		2.95	\$154.99
Senior Designer	\$51.41		2.95	\$151.67
Senior Inspector	\$50.46		2.95	\$148.85
Engineering Intern	\$49.52		2.95	\$146.09
Inspector	\$49.36		2.95	\$145.63
Designer	\$47.10		2.95	\$138.95
GIS Specialist	\$43.30		2.95	\$127.73
Utility Coordinator	\$40.52		2.95	\$119.53
Administrative Assistant	\$32.47		2.95	\$95.79
Secretary	\$30.75		2.95	\$90.71

Multiplier of **2.95** is calculated as follows:

OVERHEAD = 116.45%

FRINGE = 51.71%

FINAL OPERATING MARGIN = $(1 + 1.1645 + 0.5171) \times \text{OPERATING MARGIN (10.0\%)} = 0.268$

MULTIPLIER = $1 + \text{OVERHEAD} + \text{FRINGE} + \text{FINAL OPERATING MARGIN}$

MULTIPLIER = $1 + 1.1645 + 0.5171 + (2.6816 \times 0.10) = \mathbf{2.95}$

* Negotiated Maximum Billing Rate

Exhibit B
Maximum Billing Rates

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McInerney, Inc.
Subconsultant: CTS Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.0**		
Senior Planner	\$121.55		3.0		\$300.00*
Project Manager	\$102.42		3.0		\$300.00*
Senior Engineer	\$99.04		3.0		\$297.13
Engineer	\$92.29		3.0		\$276.88
SUR Senior Surveyor	\$78.79		3.0		\$236.36
SUR Chief Surveyor	\$77.66		3.0		\$232.98
Chief Engineer	\$75.41		3.0		\$226.23
Chief Utility Coordinator	\$74.85		3.0		\$224.54
Senior Utility Coordinator	\$70.91		3.0		\$212.72
Planner	\$59.52		3.0		\$178.55
Designer	\$57.40		3.0		\$172.20
GIS Specialist	\$54.02		3.0		\$162.07
SUR Mobile Survey Analyst 3	\$52.53		3.0		\$157.58
SUR Mobile Survey Operator	\$51.21		3.0		\$153.63
SUR Survey/GIS/SUE Analyst 3	\$51.21		3.0		\$153.63
Transportation Data Scientist	\$48.40		3.0		\$145.19
CADD/Computer Technician	\$48.40		3.0		\$145.19
Engineering Intern	\$46.15		3.0		\$138.44
Senior Engineering Technician	\$45.02		3.0		\$135.06
Secretary/Clerical	\$43.89		3.0		\$131.68
SUR Secretary/Clerical	\$43.89		3.0		\$131.68
SUR Survey/GIS/SUE Analyst 2	\$42.77		3.0		\$128.31
SUR Crew Chief	\$41.64		3.0		\$124.93
SUR SUE Technician 3	\$41.64		3.0		\$124.93
Engineering Technician	\$38.27		3.0		\$114.80
Graphic Designer	\$31.51		3.0		\$94.54
SUR Mobile Survey Analyst 1	\$30.39		3.0		\$91.17
SUR SUE Technician 2	\$29.26		3.0		\$87.79
SUR Instrument Operator	\$26.45		3.0		\$79.35

SUR Survey/GIS/SUE Analyst 1	\$24.76		3.0		\$74.28
SUR Rod Person	\$24.20		3.0		\$72.60
SUR SUE Technician 1	\$24.20		3.0		\$72.60

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 135.76%

FRINGE = 50.30%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes:

*Negotiated Maximum Billing Rate

**Negotiated Multiplier at 3.00

Exhibit B
Maximum Billing Rates

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McInerney, Inc.
Subconsultant: Garver, LLC.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00 **		
Principal	\$119.33		3.00		\$350.00 *
Project Manager	\$101.18		3.00		\$300.00 *
Planner 4	\$103.22		3.00		\$300.00 *
Engineer 5	\$92.11		3.00		\$276.33
Architect 5	\$78.31		3.00		\$234.94
Engineer 4	\$77.10		3.00		\$231.29
Planner 2	\$75.88		3.00		\$227.65
Architect 4	\$75.77		3.00		\$227.31
Engineer 3	\$66.03		3.00		\$198.10
Architect 3	\$61.17		3.00		\$183.51
Engineer 2	\$58.44		3.00		\$175.31
Specialist 2	\$58.20		3.00		\$174.60
Architect 2	\$51.11		3.00		\$153.33
Engineer 1	\$49.80		3.00		\$149.41
Specialist 1	\$48.40		3.00		\$145.19
Planner 1	\$46.88		3.00		\$140.63
Architect 1	\$46.01		3.00		\$138.03
Administrative 2	\$41.00		3.00		\$123.01

Multiplier of 3.19 ** is calculated as follows:

OVERHEAD = 137.62%

FRINGE = 52.50%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes: * Negotiated Maximum Billing Rate

** Negotiated Multiplier at 3.00

Exhibit B
Maximum Billing Rates

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McInerney, Inc.
Subconsultant: Grace Professional Solutions, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$135.06	x	2.31	=	\$311.99
Senior Project Manager	\$110.02	x	2.31	=	\$254.14
Project Manager	\$106.92	x	2.31	=	\$246.99
Senior Project Engineer	\$95.67	x	2.31	=	\$221.00
Project Engineer	\$74.00	x	2.31	=	\$170.94
Planner	\$67.53	x	2.31	=	\$155.99
CADD Technician	\$56.28	x	2.31	=	\$130.01
Administrative Assistant	\$45.02	x	2.31	=	\$104.00
Engineer Intern	\$38.27	x	2.31	=	\$88.40

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes:

Subconsultant 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: PNC2129225P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
 Consultant: McInerney, Inc.
 Subconsultant: **Professional Service Industries, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer / Pavement	\$113.15		2.78		\$300.00*
Chief Engineer / Geotechnical	\$105.83		2.78		\$294.21
Chief Engineer / Threshold	\$97.40		2.78		\$270.78
Geotechnical Engineer	\$86.57		2.78		\$240.68
CS Department Manager	\$73.48		2.78		\$204.29
CS Project Manager	\$59.11		2.78		\$164.33
Project Engineer / Environmental	\$50.84		2.78		\$141.33
Senior Environmental Specialist	\$46.00		2.78		\$127.88
Environmental Project Manager	\$40.60		2.78		\$112.86
Senior Inspector	\$39.39		2.78		\$109.51
Technician/Inspector III	\$31.93		2.78		\$88.77
Clerical	\$29.68		2.78		\$82.51
Technician/Inspector II	\$26.45		2.78		\$73.53
Technician/Inspector I	\$20.26		2.78		\$56.32

Multiplier of 2.78 is calculated as follows:

OVERHEAD = 107.26%

FRINGE = 45.26%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

*Negotiated Maximum Billing Rate

**Exhibit B
Maximum Billing Rates**

Project No: PNC2129225P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
 Consultant: McInerney, Inc
 Subconsultant: Quantum Electrical Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Principal	\$180.08		2.31		\$350.00*
Project Manager	\$169.99		2.31		\$300.00*
Engineer III	\$118.18		2.31		\$273.00
Engineer II	\$111.47		2.31		\$257.50
Designer III	\$84.41		2.31		\$194.99
Field Engineer/RPR	\$81.17		2.31		\$187.51
CAD/Technician	\$81.17		2.31		\$187.51
Designer II	\$62.23		2.31		\$143.75
Senior Inspector	\$56.28		2.31		\$130.01
Administrative Assistant	\$29.76		2.31		\$68.74

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.0%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes:

Consultant/Subconsultant **Quantum Electrical Engineering, Inc.** has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

* Negotiated Maximum Billing Rate

MAXIMUM BILLING RATES

Project No: PNC2129225P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
 Consultant: McInerney, Inc.
 Subconsultant Name: Stoner & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Survey Crew (3 Person)	\$87.79		2.31		\$202.79
Principal	\$81.16		2.31		\$187.48
Sr. Professional Land Surveyor	\$62.22		2.31		\$143.72
Project Manager	\$48.70		2.31		\$112.50
Administrative	\$48.70		2.31		\$112.50
Survey/CAD Technician	\$33.20		2.31		\$76.70

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10.00%

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

Notes:

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

Exhibit B
Maximum Billing Rates

Project No: PNC2129225P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McInerney, Inc.
Subconsultant: The Chappell Group, Inc.

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.31	=	
Chief Scientist	\$108.22		2.31		\$249.98
Scientist	\$35.17		2.31		\$81.25

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00 %

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

Notes:

The Chappell Group, Inc. 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

Approved: MOLIQUE BROWN FOX
Aviation Department: TRACY MEYER
Tracy Meyer, Esq.
Risk Insurance and
Contracts Manager 10/9/25

Minimum Insurance Requirements for Professional Consultants for Airport Studies

TYPE OF INSURANCE	ADD L INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Mobile equipment Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$2 mil non airside FLL and all of HWO \$5 mil airside FLL	 \$2 mil non airside FLL and all of HWO \$5 mil airside FLL
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.; must submit company letter stating no vehicles used in operation.</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$1 mil non airside FLL and all of HWO property \$5 mil airside FLL	
☒ 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	☒	Each Accident	STATUTORY LIMITS- If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attached to the Certificate of Insurance for approval.	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☒ PROFESSIONAL LIABILITY ~ E&O			Max. Ded. \$10k	\$2 mil	\$2 mil
☒ POLLUTION / ENVIRONMENTAL LIABILITY COSTS AND CLEANUP ***REQUIRED IF FUELING, STORING, HANDLING OR USING HAZARDOUS MATERIALS OR SUBSTANCES IN REGULAR OPERATIONS or digging in areas known for having hazard materials	☒	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible: Extended Reporting Period of: *Maximum Deductible:	 2 years \$50k unless approved by BCAD Risk 2 years \$50k unless approved by BCAD Risk	\$2mil
<i>Description of Operations:</i> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
Broward County
320 Terminal Drive
Suite 200
Fort Lauderdale, FL 33315 CIP


 Digitally signed
by Tracy Meyer
Date: 2025.03.03
12:07:39 -05'00'

Exhibit D

**Work Authorization No. [] under
Agreement [] between Broward County and []
for []**

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and [] ("Consultant") (collectively referred to as the "Parties") for [], dated [] (as amended, the "Agreement").

2. This Work Authorization directs Consultant to provide the services described in Exhibit A, attached hereto and incorporated into this Work Authorization and is issued pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the Services authorized by this Work Authorization shall be in accordance with Article 5 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 all Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[].

☐ 3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[].

☐ 3.1.3 Reimbursable Expenses. County has established a maximum not-to-exceed amount of \$[] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized consistent with Section 5.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

4. Consultant shall perform the Services described in Exhibit A within:

☐ [] calendar days ("Time for Performance"); or

☐ the time periods specified in Exhibit A. The Time for Performance shall commence on the date of the Notice to Proceed for such services.

☐ 4.1 If this box is checked, liquidated damages are applicable. If Consultant fails to complete the services identified in Exhibit A to this Work Authorization on or before the Time for Performance set forth above, Consultant shall pay to County the sum of dollars

identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service:

Services

Amount

\$ []

These amounts are not penalties but are liquidated damages to County for Consultant's inability to prosecute and complete the Services in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the Services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either Party as set forth in the Agreement at Section 11.8, Indemnification of County.

5. **CBE Commitment.**

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the CBE participation goal of []% by utilizing CBE firms for the Services provided under this Work Authorization and the dollar values described in Section 5.2 below.

5.2 In performing services under this Work Authorization, County and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in Exhibit C.

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.

7. This Work Authorization is effective upon complete execution by County and Consultant. This Work Authorization may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [____]: Broward County, by and through its [____], as authorized pursuant to the Agreement, and Consultant, signing by and through its duly authorized representative.

COUNTY

Broward County

By _____

Its _____
(Print Name and Title)

____ day of _____, 20____.

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

By _____
Name _____ Date _____
Senior/Assistant County Attorney

By _____
Name _____ Date _____
Senior/Assistant County Attorney

CONSULTANT

McInerney, Inc.

By _____
Authorized Signer

Its _____
(Print name and title)

____ day of _____, 20____.

Exhibit E Schedule of Subconsultants

Exhibit E Schedule of Subconsultants

Project No: PNC2127975P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments
Consultant: McNerney, Inc.

No.	Firm Name	Discipline
1.	EAC Consulting, Inc.	Civil Engineering
2.	CTS Engineering, Inc.	Civil Engineering, SUE, Surveying
3.	Garver, LLC	MEP, Civil Engineering, Architecture, Structural
4.	Grace Professional Solutions, LLC.	Civil Engineering
5.	Professional Service Industries, Inc.	Geotechnical Engineering, Materials Testing, Environmental Testing, Civil Engineering
6.	Quantum Electrical Engineering, Inc.	Electrical Engineering
7.	Stoner & Associates, Inc.	Surveying
8.	The Chappell Group, Inc.	Environmental

Exhibit F

CBE Subconsultants and 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.: PNC2129225P1

Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments

Bidder/Offeror Name: McInerney, Inc.

Address: 1447 NW 129th Terrace **City:** Sunrise **State:** FL **Zip:** 33323

Authorized Representative: Brian McInerney **Phone:** 954.299.0739

CBE Firm/Supplier Name: Grace Professional Solutions, LLC

Address: 11009 NW 81st MNR **City:** Parkland **State:** FL **Zip:** 33076

Authorized Representative: Donna Grace **Phone:** 954.646.4943

- 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
Civil Engineering-Water Main Modeling	541330		11.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 4/17/2025

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 4/17/2025

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

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

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



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.: PNC2129225P1

Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments

Bidder/Offeror Name: McInerney, Inc.

Address: 1447 NW 129th Terrace City: Sunrise State: FL Zip: 33323

Authorized Representative: Brian McInerney Phone: 954.299.0739

CBE Firm/Supplier Name: Quantum Electrical Engineering, Inc.

Address: 5571 N. University Drive, Suite 101 City: Coral Springs State: FL Zip: 33067

Authorized Representative: Amy Champagne-Baker Phone: 954.369-5810

- 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
Electrical Engineering	541330		8.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 4/17/2025

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 4/17/2025

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

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

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



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.: PNC2129225P1

Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessments

Bidder/Offeror Name: McInerney, Inc.

Address: 1447 NW 129th Terrace **City:** Sunrise **State:** FL **Zip:** 33323

Authorized Representative: Brian McInerney **Phone:** 954.299.0739

CBE Firm/Supplier Name: Stoner and Associates

Address: 4341 SW 62nd Ave **City:** Davie **State:** FL **Zip:** 33314

Authorized Representative: James Stoner **Phone:** 954.585.0997

- 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

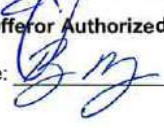
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Licensed professional services - Survey	541370		4.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** President **Date:** 4/22/2025

Bidder/Offeror Authorized Representative

Signature:  **Title:** President **Date:** 4/17/2025

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 G
Additional Airport Requirements

A. The following additional provisions are included at the end of Article 11, Miscellaneous (numbering to be modified as appropriate):

11.36. Additional Projects/Timing. Consultant acknowledges that (1) the project is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, Consultant agrees that the Contract Administrator may refuse to issue or delay the issuance of a Notice to Proceed with any phase or task of the project or under a Work Authorization authorized by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The Parties acknowledge that, due to the nature and complexity of the project, the project schedule may require revision based upon subsequent circumstances. Therefore, the project schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the project schedule.

11.37. Codes/Regulations. Consultant, as it relates to the Services, represents and acknowledges to County that Consultant and its Subconsultants are knowledgeable regarding the Applicable Law that applies in the jurisdictions in which the project is located and to the funding sources for the project. The Applicable Law includes, but is not limited to, Passenger Facility Charge ("PFC") requirements and the requirements of the Americans with Disabilities Act, the FAA, the Transportation Security Administration ("TSA"), and the Florida Department of Transportation ("FDOT"). Consultant, its Subconsultants, and the Services must comply with Applicable Law. Consultant and its Subconsultants shall provide any and all certifications to County as to such party's compliance with Applicable Law, as may be required by any governmental body, including FAA, TSA, FDOT, and County agencies, or as may be requested by the Aviation Department.

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

completeness of such data. Any conclusions or assumptions drawn thereof by Consultant shall be the sole responsibility of Consultant and subject to verification by Consultant.

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

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

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

11.42. Additional Conflict Provisions. Consultant, its Subconsultants, and the subsidiaries, officers, and personnel of Consultant and its Subconsultants, shall not acquire any interest in any parcel of land or improvement thereon located within the Airport.

11.43. Conflicting Work. Consultant, its Subconsultants, and the subsidiaries, officers, and personnel of Consultant and its Subconsultants, shall not during the term of this Agreement perform consulting work or provide services that would in any way be in conflict with the Project or be detrimental to the Project, or for any municipality, developer, tenant, or landowner developing or having property within the Airport. At least ten (10) days prior to Consultant or Subconsultant undertaking any work that may potentially be in conflict with or detrimental to the Project, Consultant shall provide the Contract Administrator with a written description of the contemplated work, and in the Contract Administrator's sole discretion, the Contract Administrator shall promptly advise Consultant as to whether such work would be detrimental to the project or in conflict therewith.

11.44. Civil Rights - General. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Consultant and subcontractors from the solicitation period through the completion of the contract.

11.45. Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and the related regulations (collectively, “FLSA”), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.46. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) (“OSHA”) with the same force and effect as if fully restated herein. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its Subconsultants’ compliance with the applicable requirements of the OSHA. Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

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

11.48. Retention of Records. If this project is funded in whole or in part by a Federal Department of Transportation grant, in addition to all other retention requirements of this Agreement, Consultant shall preserve all Agreement records for a period of five (5) years after the later of final payment or the completion of all Services to be performed pursuant to this Agreement.

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

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

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

ATTACHMENT I - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance);
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101 et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38; and

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

Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such

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

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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ATTACHMENT II – AIRPORT SECURITY REQUIREMENTS

Airport Security Program and Aviation Regulations. Consultant must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to Consultant, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Consultant shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Consultant and any Subconsultant personnel, including, but not limited to, employees, invitees, and guests of Contractor and any Subconsultant (collectively, "Consultant Personnel") observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of Consultant Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Contractor, any Subconsultant, or Consultant Personnel, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such fines, penalties, 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 shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If Consultant fails to remedy any such deficiency, County may do so at the sole cost and expense of Consultant. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Media Requirements and Access to Security Identification Display Areas. Consultant shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Consultant Personnel. In addition, Consultant shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Consultant Personnel transferred from the Airport or terminated from the employ of Consultant or any Subconsultant, and the immediate return of all Media issued to all Consultant Personnel upon expiration or termination of Consultant's agreement with County. Before any Media is issued to Consultant Personnel, Consultant must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Consultant Personnel complete security training programs conducted by the Aviation Department. Consultant shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Consultant to conduct background investigations and to

furnish certain data on Consultant Personnel before the issuance of Media, which data may include the fingerprinting of applicants for such Media.

(b) Operation of Vehicles on the AOA. Consultant shall ensure that all Consultant Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Consultant or of any Subconsultant operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

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

(d) Nondisclosure Agreement. If any Consultant Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Consultant Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Attachment shall survive the expiration or any other termination of this Agreement.

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ATTACHMENT III - BROWARD COUNTY AVIATION DEPARTMENT ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

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

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

Refer to BCAD GIS, CAD and BIM standards at:

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

1) **General Requirements:**

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

2) **Software Formats:**

CAD Format

- a) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2020 or later for Windows in native DWG electronic file format. Consultants/Contractors who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- b) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

- a) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.9.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- b) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the Contract Administrator or Project Manager.
- c) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- d) All database tables conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change at no additional cost to County, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- a) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.
- b) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other

compatible format requested by BCAD. See Section (4)(a) below, “Non-Graphic Format,” for additional requirements for non- geospatial databases.

c) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.

d) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced.

e) North American Datum (NAD) 83, HARN, US Survey Feet State Plane Coordinate System, Florida East Zone North American Vertical Datum (NAVD) 88, US Survey Feet.

3) **Standards:**

a) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.

b) CAD files should be named as described in BCAD’s CAD Standard.

c) Layering:

i) CAD layers must be named according to BCAD’s CAD Standard.

ii) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD’s CAD standard and advance written BCAD approval.

iii) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

d) Attribute Definitions:

i) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.

ii) CAD data shall be attributed following Section 4.2, “Object Data,” of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be

populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

e) **Conformance:**

i) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

ii) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.

iii) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

4) **Digital Photography:**

a) Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.

b) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).

c) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

5) **Non-Graphic Format:**

a) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.

b) ADA Compliance. As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, et seq., and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.

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

6) Delivery Media and Format:

- a) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- b) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- c) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor and certified as per submittal requirements in Section (8)(b)(iii) below.
- d) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- e) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
 - i) The Agreement or project number, title, and date. If an Agreement or project number has not yet been issued, then it is permissible to use a BCAD issued Request for Proposal (RFP) or Request for Letters of Interest (RLI) number.
 - ii) The Facility Name (e.g., "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").
 - iii) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.

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

specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

vi) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.

vii) Do not bind or explode any drawing references such as blocks and XREFs.

viii) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

7) Drawing Development Documentation:

a) Provide the following information for each finished drawing:

i) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).

ii) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.)

iii) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.

iv) Layer assignments and lock settings.

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

vi) Any additional information per FAA ACs and BCAD standards.

8) Submittal:

a) Submit as project record documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic project record documents are required, Consultant/Contractor will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDFs of the signed and sealed as-built AutoCAD file(s).

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

- i) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
- ii) Brief instructions for transferring the files from the media.
- iii) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
- iv) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - A. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - B. List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
 - C. List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
 - D. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
 - E. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
 - F. All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
 - G. Provide the following information for each finished drawing in a PDF document:

1. How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
2. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
3. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
4. Layer assignments and lock settings. Refer to layering standards Section (3)(c)(ii) for layer list documentation requirements.
5. Text fonts, line styles\types used, and GIS layer file settings.

9) **Ownership:**

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

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

- a) BCAD may make various electronic files available to the Consultant/Contractor during the Pre-Construction and Construction phases of the project. To this end, BCAD shall make the following information available to the Consultant/Contractor in electronic format:
 - i) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's

work in progress may be provided to the Consultant/Contractor, Managing General Contractor, or other County consultant on an as required basis.

ii) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.

iii) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

11) Other Digital Information:

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

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

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