



CONSTRUCTION CONTRACT FOR
FLL NORTH PERIMETER ROAD WATER MAIN IMPROVEMENTS AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

BETWEEN BROWARD COUNTY, FLORIDA

AND

ENCO, LLC

BID/CONTRACT NO.: PNC2121131C1

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CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida 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 _____, 2020, and Contractor, signing by and through its authorized representative, duly authorized to execute same.

<p>ATTEST: Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners</p> <p>_____</p> <p style="text-align: right;">Date</p> <p>_____</p> <p>Print Name</p>	<p>BROWARD COUNTY:</p> <p>_____</p> <p>Mayor or Vice-Mayor Date</p> <p>_____</p> <p>Print Name</p>
 <p style="font-size: 2em; color: blue; font-family: cursive;">Ruan Deicola</p>	<p>COUNTY ATTORNEY: Approved as to form by Andrew J. Meyers Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p>Alexander J. Williams, Senior Assistant County Atty Digitally signed by Alexander J. Williams, Senior Assistant County Atty Date: 2020.12.21 11:54:59 -05'00'</p> <p>_____</p> <p>Senior Assistant County Attorney Date</p> <p><u>Alexander J. Williams, Jr., Esq.</u></p> <p>Print Name</p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p>_____</p> <p>Witness Date</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Witness Date</p> <p>_____</p> <p>Print Name</p>	<p>CONTRACTOR:</p> <p style="color: blue; font-weight: bold; font-family: cursive;">ENCO, LLC</p> <p>_____</p> <p>Name of Contractor</p> <p style="text-align: right;">  _____ Signature </p> <p style="color: blue; font-weight: bold; font-family: cursive;">Wilson Sanchez, Managing Member</p> <p>Print Name and Title of Signer</p> <p><u>18</u> Day of <u>December</u>, 2020</p>

SUMMARY OF TERMS AND CONDITIONS

NOTE: THIS SUMMARY OF TERMS AND CONDITIONS LISTED BELOW ARE A PART OF THE CONTRACT AND INTENDED TO BE READ TOGETHER WITH THE ARTICLES REFERENCED. IN THE EVENT OF A DISCREPANCY THE SUMMARY OF TERMS AND CONDITIONS SHALL GOVERN.

Article	Description	Unit
GC 3	Mobilization/Preconstruction Work (Phase 1)	<u>90</u> days from 1 st NTP
GC 41	Substantial Completion	<u>250</u> Days from the Project Initiation Date set in NTP 2
	Final Completion	<u>30</u> Days from Substantial Completion
3, GC 40	Liquidated Damages for each calendar day after time specified in First Notice to Proceed	N/A
3, GC 40	Liquidated Damages for each calendar day after time specified for Substantial Completion	<u>\$1,069.89</u> per day
3, GC 40	Liquidated Damages for each calendar day after time specified for Final Completion	<u>\$250.00</u> per day
3, GC 40	Liquidated Damages (LDs) for each calendar day after time specified for Phase:	N/A
	Contractor self-performing percent of Contract Price	<u>25%</u>
GC 40	Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.	<u>\$742.86</u> per day
7.5	The parties designate the following as the respective places for giving of notice:	For County:
		Broward County Aviation Department Director of Airport Development 320 Terminal Drive Suite 200, Ft Lauderdale, FL 33315
		For Contractor:
		ENCO, LLC Wilson Sanchez 5411 SW 25th Court Pembroke Park, Florida 33023

Article	Description	Unit
GC 50, Special Provision 1A	<input checked="" type="checkbox"/> Certified Business Enterprise (CBE) goal (100% Reserved). If no CBE firm with capacity to perform the work submits a responsive and responsible bid, a non-CBE with the lowest responsive and responsible bid or the highest-ranked responsive and responsible proposal, as applicable, may be awarded the contract with at least a twenty-five percent (25%) CBE goal.	Awarded: <u>100%</u> CBE participation goal
	LEED Category	N/A
	Allowance	Permit Fees: \$43,000.00
Contract Price		\$2,996,949.40
Notice of Award		\$3,039,949.40, inclusive of Allowance

This is a Construction Contract ("Contract"), between Broward County, a political subdivision of the State of Florida ("County"), and ENCO, LLC ("Contractor") (collectively referred to as the "Parties"), for the goods and services set forth in the Contract Documents, defined below.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Contract, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition. Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1 Allowance Account: Account established to reimburse Contractor for cost expended for a specific purpose related to this Contract, which were not included at the time of execution of the Contract.

1.2 Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

1.3 Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.

1.4 Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work, issued in accordance with Broward County procurement procedures.

1.5 Claim: A request for additional compensation or time which has been rejected by the County and resubmitted by the Contractor for evaluation in accordance with the Contract Documents.

1.6 Consultant: Architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.

1.7 Contract Administrator: The ranking managerial employee of the agency of County government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.

1.8 Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 7 of this Contract, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change

Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

1.9 Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10 Contract Price Element Adjustment Memorandum (CPEAM): A written document executed by the Contract Administrator ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

1.11 Contract Time: The original time between Project Initiation Date and Substantial Completion, including any milestone dates thereof, established in by this Contract, as may be amended by Change Order.

1.12 Contractor: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.13 Cost of Work: Where no lump sum or unit price is provided within the Contact Documents, work may be authorized by Change Order or CPEAM to be performed by the Contractor with payment to be made for materials, equipment, and labor furnished, plus the contractually-established fee for Overhead and Profit, up to the maximum amount established in the Change Order or CPEAM.

1.14 County or Owner or Sponsor: Broward County, Florida; provided however, in the event County exercise its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's regulatory authority as a governmental body and shall not be attributable in any manner to County as a party to the Contract.

1.15 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of the Section 1-81, Broward County Code of Ordinances.

1.16 Day(s): Shall mean a calendar day.

1.17 Delay: An event which extends the Contract Time. A delay to a task which does not extend the Contract Time is not considered a Delay event.

1.18 Field Order: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.19 Final Completion: The date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

- 1.20 Materials: Materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.21 Notice(s) to Proceed: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.22 Overhead and Profit: All Contractor's costs associated with insurance premiums, supervisor, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch person, small tools, equipment or machinery, utilities, office rent, storage rental cost, telephones, facsimile machines, computers, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, home office expense or any cost incurred that may be allocated from offices of the Contractor or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, cost to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, cost of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinance, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.
- 1.23 Plans or Drawings: The official graphic representations of this Project that are a part of the Contract Documents.
- 1.24 Project: The construction project described in the Contract Documents, including the Work described therein.
- 1.25 Project Initiation Date: The date upon which the Contract Time commences.
- 1.26 Subcontractor: A person, firm or corporation having a direct contract with Contractor to perform a portion of the Work, including any person, firms or corporations having a direct contract with any Subcontractor at any tier, and including their employees.
- 1.27 Substantial Completion: That date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the County or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.28 Surety: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this

Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.29 Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

ARTICLE 3 CONTRACT TIME

3.1 Contractor shall be instructed to commence the Work by written instruction in the form of Notices to Proceed issued by the County. The First Notice to Proceed will not be issued until Contractor's submission to County of all required documents and after execution of the Contract by both parties.

3.2 First Notice to Proceed.

3.2.1 Preconstruction Work shall be commenced within five (5) calendar days after the issuance of the First Notice to Proceed. Contractor shall have five (5) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, County may assess Liquidated Damages. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.2.2 After issuance of the First Notice to Proceed, and before the County issues a Second and subsequent Notices to Proceed, Contractor shall submit to County all of the following items for County's approval:

3.2.2.1 A project schedule in compliance with the requirements of the Contract.

3.2.2.2 A preliminary schedule of planned Shop Drawing and submittal submissions;

3.2.2.3 A preliminary schedule of values in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

3.2.2.4 Utility coordination schedule: Contractor shall be responsible to meet and coordinate with all utility owners as it relates to the Work and secure from them a schedule of utility relocation, as applicable. County shall not be responsible for the nonperformance by the utility owners.

3.2.2.5 All permits required by authorities having jurisdiction for all portions of the Work, unless otherwise provided by the Contract Documents.

3.2.2.6 Airport Utility Registration Application, if applicable.

3.2.3 Preconstruction Meeting: After receipt of all items identified above, a Preconstruction Meeting will be held to discuss procedures for conducting the Work, including but not limited to designating individuals to receive communications; for required submissions, inspections and approvals; for processing Applications for Payment; and to establish a working understanding among the parties as to the Work.

3.3 Second and Subsequent Notices to Proceed.

3.3.1 After the Preconstruction Meeting, Contractor may begin to perform the Work specified in the Second Notice to Proceed.

3.3.2 Time is of the essence throughout this Contract. The Work shall be substantially completed within the time set forth in the Summary of Terms and Conditions, specified in the Second and subsequent Notices to Proceed.

3.3.3 Upon failure of Contractor to substantially complete the Contract and interim milestones within the specified period of time, plus approved time extensions, County shall deduct from monies otherwise due Contractor a liquidated amount assessed daily until Substantial Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.3.4 After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified for Final Completion, County shall deduct from monies otherwise due Contractor a liquidated amount assessed daily until Final Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.3.5 Failure to meet interim milestones shall also be cause for the County to deduct from monies otherwise due Contractor a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions.

3.4 The liquidated amounts are not penalties but are Liquidated Damages to County for costs incurred due to Contractor's untimely performance. Liquidated Damages are hereby fixed and agreed upon between 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 of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. By submitting a bid, Contractor acknowledges that the amounts established for Liquidated Damages for preconstruction Work, Substantial Completion, Final Completion, and any intermediate milestones, are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. Contractor waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not

reasonably related to the actual damages sustained by the County as a result of Contractor's untimely performance.

3.5 County is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.

3.6 Contractor shall be responsible for reimbursing County, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between County and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by County as costs are incurred by Consultant and agreed to by County.

ARTICLE 4 CONTRACT SUM

4.1 This is a Unit Price Contract:*

4.1.1 County shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2 Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2 This is a Lump Sum Contract:*

4.2.1 County shall pay to Contractor for the performance of the Work described in the Contract Documents, the total price stated as awarded.

4.2.2 Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

***Note:** Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case all subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by County.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Contractor may make Application for Payment for Work completed during the Project at intervals of not more than once a month. Contractor's application shall show a complete breakdown of the Project components, the quantities completed, and the amount due, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment an updated progress schedule acceptable to Consultant as required by the Contract Documents, a Certification of Payments to Subcontractors Form, a statement indicating the cumulative amount of CBE/DBE participation to date, and a release of claims relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Keith and Associates, Inc.
Alex Lazowick
301 East Atlantic Blvd.,
Pompano Beach, FL 33060
Office: 954-788-3400

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the Contractor may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the requirements of this Contract, the County shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the Contractor submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between County and the Contractor cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of the General Conditions.

5.2 County may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of County.

5.3 County may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Defective work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) calendar days. If Consultant and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

6.2 Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form, which must be signed and notarized by Contractor. A list of all noncertified sub-vendors used must be attached to this certified document.

6.3 If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certificate of Consultant, and without terminating this Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.4 Final payment shall be made only after the County's Director of Purchasing or Board of County Commissioners, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7 MISCELLANEOUS

7.1 Contract Documents and Priority of Provisions. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated in the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the Supplemental General Conditions, or the General Conditions shall prevail (in that order) and be given effect.

7.2 Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor 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 Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Contract to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Contract and recover all sums paid to Contractor under this Contract.

7.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. This Contract shall not constitute or make the Parties a partnership or joint venture.

7.4 Third Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Contract. Therefore, the Parties agree that there are no third party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly states any such rights or remedies).

7.5 Notices. In order for a notice to a party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for

notice shall remain as set forth in this Section unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Aviation Department
Director of Airport Development
320 Terminal Drive, Suite 200
Ft Lauderdale, Florida 33315

FOR CONTRACTOR:

ENCO, LLC
Wilson Sanchez
5411 SW 25th Court
Pembroke Park, Florida 33023

7.6 Assignment and Performance. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions.

Contractor represents that each person and entity that will provide services under this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all services under this Contract shall be performed in a skillful and respectable manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

7.8 No Waiver. County's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severability. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

7.10 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which

either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**

7.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

7.12 Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

7.13 Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Contractor's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

7.14 Additional Security Requirements. Contractor will comply with the provisions pertaining to Airport Projects including Airport Security Requirements attached hereto and incorporated herein as Special Provision 11.

7.15 Federally Funded Contracts. If applicable, Contractor certifies and represents that it will comply with the Federal Aviation Administration Contract Requirements attached hereto and incorporated herein as Special Provision 11.

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GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall preserve and always keep accessible a set of Contract Documents to Consultant and Consultant's authorized representatives.

ARTICLE 2 INTENTION OF COUNTY

It is the intent of County to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from this Contract as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. County shall have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3 PRELIMINARY MATTERS

3.1 At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1 A progress schedule in the indicated form:

- Bar Chart
- Modified CPM
- CPM
- Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment and shall be acceptable to Consultant.

3.1.2 A preliminary schedule of Shop Drawing submissions; and

3.1.3 In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by Contractor at the time of submission.

Such prices shall be broken down to show labor, equipment, materials, and overhead and profit.

3.1.4 After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor County shall be responsible for the nonperformance by the utility owners.

3.2 At a time specified by Consultant but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.

3.3 Within ten (10) days from the First Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Ten (10) days thereafter, Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by County or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or County responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to subsection 3.1.3 above must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1 Within fifteen (15) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to County the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

4.2 Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that Contractor will, upon notification by County, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of this Contract.

4.3 Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.

ARTICLE 5 QUALIFICATION OF SURETY

5.1 Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

5.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2 The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. Section 223.10, Section 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

5.1.3 The surety company shall have at least the following minimum ratings. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	A,A-	Class I
1,000,001 to 2,000,000	A,A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

5.2 For projects which do not exceed Five Hundred Thousand Dollars (\$500,000.00), County may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

5.3 More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this Article shall apply.

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Contract.

ARTICLE 7 LABOR AND MATERIALS

7.1 Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.2 Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 8 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 9 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 39. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

ARTICLE 10 PERMITS, LICENSES, AND IMPACT FEES

10.1 Except as otherwise provided within the Special Instructions for Vendors, all licenses required by federal, state or local laws, rules, and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

10.2 Permit and Impact fees levied by any public agency shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the fee levied by the public agency as evidenced by an invoice or other acceptable documentation issued by the public agency. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

ARTICLE 11 RESOLUTION OF DISPUTES

11.1 To prevent all disputes and litigation, it is agreed by the Parties hereto that, Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of this Contract and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, this Contract and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 11.2. Any claim, question, difficulty, or dispute which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of this Contract, all nontechnical

administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

11.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 12 INSPECTION OF WORK

12.1 Consultant and County shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

12.1.1 Should this Contract, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

12.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, County shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

12.2 Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, this Contract, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

12.3 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 13 PROSECUTION OF THE WORK, SUPERINTENDENCE AND SUPERVISION

13.1 Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours, including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly updated progress schedule. If, in the opinion of the County Representative, the Contractor, due to its own action, falls behind in meeting the baseline schedule as reflected in the contract documents, the Contractor shall take such steps as may be necessary to improve its progress, and the County Representative may require the Contractor to increase the hours of work, the number of shifts, the amount of supervision, overtime operations or the amount of construction equipment without additional cost to the County.

13.2 The orders of County are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time, competent, English-speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

13.3 On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of County, Consultant, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by County and Consultant.

13.4 The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

13.5 If Contractor, in the course of prosecuting the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and

Consultant will promptly review the same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk.

13.6 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 14 COUNTY'S RIGHT TO TERMINATE CONTRACT

14.1 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if Contractor shall fail to perform any material term set forth in this Contract, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, the Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then County's awarding authority for this Contract may, upon written certificate from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition County may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Contractor shall be liable and shall pay to County the amount of said excess.

14.2 If, after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.

14.3 This Contract may be terminated for convenience in writing by County upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 38. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services which have not been performed.

14.4 Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3, or 15.5, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

14.5 This Contract may also be terminated by the Board:

14.5.1 Upon the disqualification of Contractor as a DBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as DBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

14.5.2 Upon the disqualification of Contractor by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

14.5.3 Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the OESBD if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

14.5.4 Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the OESBD if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement;

14.5.5 If Contractor is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

ARTICLE 15 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County may otherwise agree in

writing. Suspension of Work by Contractor during any dispute or disagreement with County shall entitle County to terminate this Contract for cause.

ARTICLE 16 PROJECT RECORDS AND RIGHT TO AUDIT

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

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

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 and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with County's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by the Contractor including subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to the County, in order to facilitate efficient use of County resources when reviewing or auditing the Contractor's billings and related reimbursable cost records, the Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

16.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Article.

16.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.

16.5 If an audit inspection or examination in accordance with this Article discloses overpricing or overcharges to County of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

ARTICLE 17 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by County's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 18 EXPLOSIVES

The utilization of explosives will not be allowed in this contract.

ARTICLE 19 DIFFERING SITE CONDITIONS

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on this Contract and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 11. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.**

ARTICLE 20 PLANS AND WORKING DRAWINGS

County, through Consultant, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 21 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in this Contract unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

ARTICLE 22 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

22.1 Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 29.

22.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County, except as provided in Article 29.

ARTICLE 23 WARRANTY

Contractor warrants to County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 25 herein.

ARTICLE 24 SUPPLEMENTARY DRAWINGS

24.1 When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

24.2 The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 25 DEFECTIVE WORK

25.1 Consultant shall have the authority to reject or disapprove Work which Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

25.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, County shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

25.3 If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Contract, including, but not limited to, Article 23 hereof and any claim regarding latent defects.

25.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to final acceptance.

ARTICLE 26 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

ARTICLE 27 SUBCONTRACTS

27.1 Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall have a continuing obligation to notify the Contract Administrator and Consultant of any change in Subcontractors.

27.2 Contractor shall not employ any subcontractor against whom County or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.

27.3 Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

27.4 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of County.

27.5 Contractor shall perform the Work with its own organization, amounting to not less than **Twenty-five percent (25%)** of the Contract Price.

ARTICLE 28 SEPARATE CONTRACTS

28.1 County reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of

their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

28.2 If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such Work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other Contractor's Work after the execution of Contractor's Work.

28.3 Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

28.4 To insure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 29 USE OF COMPLETED PORTIONS

29.1 County shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by County.

29.2 In the event County takes possession of any completed or partially completed portions of the Project, the following shall occur:

29.2.1 County shall give notice to Contractor in writing at least two (2) calendar days prior to County's intended occupancy of a designated area.

29.2.2 Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from Consultant.

29.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages and start of warranty for the occupied area.

29.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 30 LANDS OF WORK

30.1 County shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by County for the use of Contractor.

30.2 Contractor shall provide, at Contractor's own expense and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to County copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 31 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 32 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

32.1 Utility lines in the Project area have been shown on the plans. However, County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

32.2 Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

32.3 Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities

with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to Contractor for any loss of time or delay.

32.4 All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of Contractor. All such repairs made by Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

ARTICLE 33 VALUE ENGINEERING

Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and County and shall be processed as a deductive Change Order. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 34 PAYMENT BY COUNTY FOR TESTS

Except when otherwise specified in this Contract, the expense of all tests requested by Consultant shall be borne by County and performed by a testing firm chosen by the County. The procedure for making tests required by Consultant will be in conformance with the current edition of the Federal Aviation Administration (FAA) Airport Construction Standards (AC 150/5370-10) unless otherwise specified.

ARTICLE 35 CHANGE IN THE WORK OR TERMS OF CONTRACT

35.1 Without invalidating this Contract and without notice to any surety, County reserves and shall have the right from time to time to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

35.2 Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This Section shall not prohibit the issuance of Change Orders executed only by County as hereinafter provided.

ARTICLE 36 CHANGE ORDERS

36.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time, or CPEAMS.

36.2 Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order or CPEAM setting forth the adjustments is approved by the County. Upon receipt of a Change Order or CPEAM, Contractor shall promptly proceed with the Work set forth within the document.

36.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, County reserves the right at its sole option to either terminate this Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to Consultant as set forth in Article 11 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by County, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

36.4 On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

36.5 Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1 The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

37.2 Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning this Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 38 VALUE OF CHANGE ORDER WORK

38.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

38.1.1 Where the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 38.7.

38.1.2 By mutual acceptance of a lump sum which Contractor and County acknowledge contains a component for overhead and profit.

38.1.3 On the basis of the "cost of work," determined as provided in Sections 38.2 and 38.3, plus a Contractor's fee for overhead and profit which is determined as provided in Section 38.4.

38.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 38.3.

38.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by County.

38.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to County and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment,

machinery or parts shall cease when the use thereof is no longer necessary for the Work.

38.2.3 Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by County, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine, with the advice of Consultant, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

38.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order only if pre-approved in writing by the Contract Administrator.

38.2.5 Supplemental costs including the following:

38.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

38.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of Contractor.

38.2.5.3 Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

38.2.5.4 Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.

38.2.5.5 The cost of utilities, fuel and sanitary facilities at the site.

38.2.5.6 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

38.2.5.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

38.3 The term "cost of the work" shall not include any of the following:

38.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers,

architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in subsection 38.2.1, all of which are to be considered administrative costs covered by Contractor's fee.

38.3.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

38.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

38.3.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

38.3.5 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

38.3.6 Other overhead or general expense costs of any kind.

38.4 Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

38.4.1 A mutually acceptable fixed fee, or if none can be agreed upon; or

38.4.2 A fee based on the following percentages of the various portions of the cost of the work:

38.4.2.1 For costs incurred under subsections 38.2.1 and 38.2.2, Contractor's fee shall not exceed ten percent (10%).

38.4.2.2 For costs incurred under subsection 38.2.3, Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

38.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 38.2.4 and 38.2.5 (except subsection 38.2.5.3) and Section 38.3.

38.5 The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

38.6 Whenever the cost of any Work is to be determined pursuant to Sections 38.2 and 38.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

38.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty five percent (25%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

38.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

38.8.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

38.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

38.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 39 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

39.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) calendar days from the date of impasse in accordance with Article 11. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

39.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefor as provided herein. Such delays shall include, but not be limited to, acts or neglect

by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 40 NO DAMAGES FOR DELAY, NON-EXCUSABLE AND EXCUSABLE DELAYS

40.1 Except as provided in this Article, Contractor shall not be entitled to any damages for Delay. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference, not merely negligence, on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

40.2 Contractor shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of Contractor to comply with all requirements as to any particular event of Project Delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all Claims resulting from that particular event of Project delay.

40.3 Non-Excusable Delay. Any Delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of Contractor or any Subcontractor, materialman, supplier or vendor to Contractor. Delays in obtaining permits caused by Contractor's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject Contractor to Liquidated Damages.

40.4 Excusable Delay. An Excusable Delay may be compensable or non-compensable. Contractor shall be entitled to Liquidated Indirect costs for Compensable Excusable Delay, in accordance with the Contract Documents.

40.5 When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time.

40.6 Compensable Excusable Delay:

40.6.1 The Delay is caused by circumstances beyond the control of Contractor or its Subcontractors, materialmen, suppliers or vendors, and

40.6.2 Caused solely by fraud, bad faith or active interference, not merely negligence, on the part of County or its agents, and

40.6.3 The Delay is not concurrent with a Non-Compensable Delay.

40.7 Non-Compensable Excusable Delay:

40.7.1 Contractor shall be entitled only to a time extension and no further compensation for Non-Compensable Excusable Delay.

40.7.2 Non-Compensable Excusable Delay may be caused by circumstances beyond the control of Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the County and the Consultant, such as delay(s) caused by the permitting agencies, to the extent that such delays were not caused by Contractor, or

40.7.3 Non-Compensable Excusable Delay may be caused jointly or concurrently by Contractor or its Subcontractors, materialmen, suppliers or vendors and by the County or the Consultant, or

40.7.4 Non-Compensable Excusable Delay may be caused by performance of additional unit price Work that extends the Contract Time.

40.8 Weather may be grounds for Non-compensable Excusable Delay when rains or other inclement weather conditions and resulting adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted updated progress schedule.

40.9 In no event shall Contractor be excused for interim Delays which do not extend the Contract Time or milestones.

40.10 Nothing in this Contract shall be construed as waiving County's right to Liquidated Damages for delays due to failure of Surety, Delays as a result of Contractor's failure to carry out the instructions of the County, or for any other Delays not specifically deemed to be Excusable Delay.

40.11 The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including but not limited to, work performed, work deleted, change orders, amendments, delays, disruptions, differing site conditions, utility conflicts, design changes, defects, time extensions, extra work, right of way issues, permitting issues, action of suppliers, subcontractors, other contractors, third parties, or County, shop drawing approval process delays, expansion of the physical limits of the Project, weather, weekends, holidays, suspensions of operations, or other such events, forces or factors. Such delays or events and their potential impacts on performance by Contractor are specifiable, contemplated, and acknowledged by the parties in entering into this Contract, and may affect Contractor's Contract Time for achieving Substantial or Final Completion.

ARTICLE 41 SUBSTANTIAL COMPLETION

When Contractor considers that the Work, or a portion thereof designated by County pursuant to Article 29 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines

that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion. The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 42 NO INTEREST

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

42.2 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 Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

ARTICLE 43 SHOP DRAWINGS

43.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with this Contract.

43.2 Within ten (10) calendar days after the First Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

43.3 After the approval of the list of items required in Section 43.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

43.4 Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

43.5 If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

43.6 Consultant shall review and approve Shop Drawings within seven (7) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by this Contract and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

43.7 No approval will be given to partial submittals of Shop Drawings for items which interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.

43.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

43.9 Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

43.10 Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

ARTICLE 44 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

44.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

44.2 Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

44.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to County Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 45 SAFETY AND PROTECTION

45.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

45.1.1 All employees on the work site and other persons who may be affected thereby;

45.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

45.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

45.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in subsections 45.1.2 and 45.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to County and Contractor that the Work is acceptable except as otherwise provided in Article 29.

45.3 Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to County.

45.4 In addition to the safety requirements appearing elsewhere in the Contract documents, Contractor shall comply with the ANSI/ASSE A10 construction safety standards. Should there be

any conflict between ANSI/ASSE A10 and FAA Advisory Circular 150/5370-2F, the FAA provisions shall prevail.

ARTICLE 46 PROJECT SIGN

Any requirements for a project sign shall be set forth within the Technical Specifications section.

ARTICLE 47 CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, County may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, County may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

ARTICLE 48 HURRICANE PRECAUTIONS

48.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the Contractor, at no cost to the County, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same.

48.2 Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

48.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, once the allowance for normal weather related delays have been utilized, and shall not give rise to a claim for compensable delay.

ARTICLE 49 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by County, shall promptly remove any part or all of Contractor's equipment and supplies from the property of County, failing which County shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 50 EEO AND CBE COMPLIANCE

50.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. Contractor shall comply with all requirements of the CBE/DBE Program, as applicable, in the award and administration of this Contract. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit County to terminate this Contract or to

exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

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

50.3 Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

50.4 By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle County to terminate this Contract and recover from Contractor all monies paid by County pursuant to this Contract, and may result in debarment from County's competitive procurement activities.

ARTICLE 51 PUBLIC RECORDS

To the extent Contactor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contactor shall:

51.1 Keep and maintain public records required by County to perform the services under this Contract;

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

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

51.4 Upon completion or termination of this Contract, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Contactor transfers the records to County, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and

maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Contactor to comply with the provisions of this Article shall constitute a material breach of this Contract entitling County to exercise any remedy provided in this Contract or under applicable law.

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2557, avaddoccontrol@broward.org, FLL AIRPORT DEVELOPMENT, FORT LAUDERDALE, FLORIDA 33301.

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SPECIAL PROVISIONS

Special Provisions begin on the next page.

SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE

1. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
2. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit 1A-1 (or a CBE firm substituted for a listed firm, if permitted) for 100 percent (100 %) of total Services under this Agreement (the "Commitment").
3. In performing the Services, Contractor shall utilize the CBE firms listed in Exhibit 1A-1 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, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit 1A-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.
4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.
5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope

of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

7. County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor 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.

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

9. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

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Exhibit 1A-1 Letter of Intent

Broward County Board of
County Commissioners

PNC2121131C1



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.: PNC2121131C1

Project Title: FLL North Perimeter Road Water Main Improvements

Bidder/Offeror Name: ENCO, LLC
Address: 5411 SW 25th Ct **City:** Pembroke Park **State:** FL **Zip:** 33023
Authorized Representative: Wilson Sanchez **Phone:** 954-342-2466

CBE Firm/Supplier Name: ENCO, LLC
Address: 5411 SW 25th Ct **City:** Pembroke Park **State:** FL **Zip:** 33023
Authorized Representative: Wilson Sanchez **Phone:** 954-342-2466

- 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
water main installation & roadwork	237310	\$2,996,949.40	100.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: Managing Member Date: 09/23/2020

Bidder/Offeror Authorized Representative

Signature: Title: Managing Member Date: 09/23/2020

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

SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM

1. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days 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, Contractor shall maintain and make available to County upon request all records documenting Contractor'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 conclusion 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.

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SPECIAL PROVISION 2A: PREVAILING WAGE RATES

The Prevailing Wage Rate Ordinance applies to this Project. The following sections shall apply:

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).
2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the County Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the County Representative that any laborer or mechanic or apprentice employed by Contractor, or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the County Representative may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.
5. Sections 1 through 4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.
6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
7. Contractor shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
8. The County Representative may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by the Contract.

9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the County Representative may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased

(Wage Rate Table Follows)

"General Decision Number: FL20190107 10/25/2019
Superseded General Decision Number: FL20180150
State: Florida
Construction Type: Heavy
County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

11/19/2019 beta.SAM.gov
<https://beta.sam.gov/wage-determination/FL20190107/3/document> 2/8

Modification Number Publication Date

0 01/04/2019

1 03/15/2019

2 08/30/2019

3 10/25/2019

ELEC0728-006 03/01/2019

Rates Fringes

ELECTRICIAN.....\$ 32.63 12.23

ENGI0487-014 07/01/2013

Rates Fringes

OPERATOR: Crane

All Tower Cranes Mobile,

Rail, Climbers, Static-

Mount; All Cranes with

Boom Length 150 Feet &

Over (With or without jib)

Friction, Hydraulic,

Electric or Otherwise;

Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry &

Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes;& All Types of Flying Cranes; Boom Truck.....\$ 29.05 8.80

Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); 11/19/2019 beta.SAM.gov
[https://beta.sam.gov/wage-determination/FL20190107/3/document 3/8](https://beta.sam.gov/wage-determination/FL20190107/3/document%203/8)

Boom Truck.....\$ 28.32 8.80
OPERATOR: Drill.....\$ 25.80 8.80
OPERATOR: Oiler.....\$ 22.99 8.80

* IRON0272-005 10/01/2019

Rates Fringes
IRONWORKER, STRUCTURAL.....\$ 25.49 11.99

LABO1652-004 05/01/2018

Rates Fringes
LABORER: Grade Checker.....\$ 22.05 7.27

PAIN0365-007 08/01/2019

Rates Fringes
PAINTER: Brush, Roller and
Spray.....\$ 20.21 11.28

SUFL2009-146 06/24/2009

Rates Fringes
CARPENTER, Includes Form Work.....\$ 17.00 2.51
CEMENT MASON/CONCRETE FINISHER...\$ 15.00 8.64
LABORER: Common or General.....\$ 9.87 3.24
LABORER: Landscape.....\$ 7.25 0.00
LABORER: Pipelayer.....\$ 14.00 2.42
LABORER: Power Tool Operator
(Hand Held Drills/Saws,
Jackhammer and Power Saws
Only).....\$ 10.63 2.20

11/19/2019 beta.SAM.gov

[https://beta.sam.gov/wage-determination/FL20190107/3/document 4/8](https://beta.sam.gov/wage-determination/FL20190107/3/document%204/8)

OPERATOR: Asphalt Paver.....\$ 11.59 0.00
OPERATOR: Backhoe Loader
Combo.....\$ 16.10 2.44
OPERATOR: Backhoe/Excavator.....\$ 18.77 1.87
OPERATOR: Bulldozer.....\$ 14.95 0.81
OPERATOR: Grader/Blade.....\$ 16.00 2.84
OPERATOR: Loader.....\$ 14.00 2.42
OPERATOR: Mechanic.....\$ 14.32 0.00
OPERATOR: Roller.....\$ 10.95 0.00
OPERATOR: Scraper.....\$ 11.00 1.74

OPERATOR: Trackhoe.....\$ 20.92 5.50
 OPERATOR: Tractor.....\$ 10.54 0.00
 TRUCK DRIVER, Includes Dump
 Truck.....\$ 9.60 0.00
 TRUCK DRIVER: Lowboy Truck.....\$ 12.73 0.00
 TRUCK DRIVER: Off the Road
 Truck.....\$ 12.21 1.97

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 11/19/2019 beta.SAM.gov

<https://beta.sam.gov/wage-determination/FL20190107/3/document> 5/8 solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate). Union Rate Identifiers A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this 11/19/2019 beta.SAM.gov <https://beta.sam.gov/wage-determination/FL20190107/3/document> 6/8 classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate. Survey Rate Identifiers Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is

derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted. Union Average Rate Identifiers Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 11/19/2019 beta.SAM.gov <https://beta.sam.gov/wage-determination/FL20190107/3/document 7/8> determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

11/19/2019 beta.SAM.gov

<https://beta.sam.gov/wage-determination/FL20190107/3/document 8/8>

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

Contractor will comply with the County's Domestic Partnership Act (Section 16½ of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the Contractor to comply shall be a material breach of the Contract, entitling the County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the Contractor until the Contractor complies; (2) termination of the Contract; (3) and suspension or debarment of the Contractor from doing business with the County.

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SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

4.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Exhibit 4A-1, which is a part of the Contract Documents. For purposes of this article, the term “County” shall include Broward County and its members, officials, officers, and employees.

4.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 4A-1, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. County reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add County as an additional insured on all insurance coverage required by the Contract Documents.

4.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list County as an additional insured, and shall not require contribution from any County insurance, self-insurance or otherwise. All insurance held by County, as well as County’s self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor’s insurers may acquire against County, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

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

4.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 4A-1, and shall submit same to County, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for County’s written approval of such retentions or deductibles. Contractor 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 Contractor 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. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

4.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

4.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

4.6.2. Contractor shall maintain products or completed work coverage for a minimum of (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

4.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

4.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect County against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish County with evidence of a standalone separate Workers' Compensation/Employer's Liability insurance policy issued with

Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

4.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

4.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

4.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

4.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to County as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by County.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by County.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the

building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by County.

County reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If County elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by County, at County's discretion. Such modification may also include execution of Waiver of Subrogation documentation. In the event that a claim with respect to this Project is made upon County's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

4.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

4.8. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor 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). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

4.9. If and to the extent requested by County, Contractor shall provide to County complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

4.10. Contractor shall ensure that "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" and Consultant are listed as additional insureds on all policies required under this article. Broward County shall be listed as Certificate Holder.

4.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same

insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. In the event Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

4.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit 4A-1; 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 effective date of the Contract, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit 4A-1.

Exhibit 4A-1 Minimum Insurance Requirements

Broward County Board of
County Commissioners

Bid PNC2121131C1

Insurance Requirements For

FLL North Perimeter Road Water Main Extension and Force Main Improvements

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

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not automatically approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 5 mil	\$ 5 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> PROPERTY			Replacement Value
<input type="checkbox"/> PROFESSIONAL LIABILITY ** If applicable		\$2 mil	
<input checked="" type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS		\$2 mil	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County . Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required . Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101,
 Dania Beach, FL 33312
 Cap Improvements


Tracy Meyer
 Digitally signed by Tracy Meyer
 DN: dc=local, dc=fl-airport,
 ou=FULLUSERS, ou=Tracy Meyer
 Date: 2019.12.31 12:55:26 -0500
 Date Issued

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI

SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

NOTE: USE THE TERMS COMPANY, CONSULTANT OR CONTRACTOR AS APPLICABLE

1. SECURITY Airport Security Program and Aviation Regulations.

Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history

record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA 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: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that 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/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any subconsultant/subcontractor.

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

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

2. **PROHIBITED INTERESTS**. If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during his or her tenure or for

two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or sub consultants/ subcontractors engaged to provide services pursuant to this Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

3. **RECORDS.** Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or sub consultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the "Retention Period" (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The "Retention Period" shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. **PROTECTION OF RECORDS.** Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in consultant's/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media,

taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/ contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS – SANCTIONS.** Any violation or breach of the terms of this contract on the part of the consultant/ contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. **RIGHT TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS.** The consultant/contractor or sub consultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/ contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the consultant/contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant/ contractor may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the County if the consultant/contractor learns that its certification or that of a subconsultant/ subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant/ contractor or subconsultant/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.

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

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

8. **TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000)**

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.
- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/ contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS.** If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its sub consultants/subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its sub consultants/subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a sub consultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE sub consultant/subcontractors.

A finding of non-payment is a material breach of this contract. County may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due sub consultant/subcontractor. The presence of a "pay when paid" provision in a contract shall not preclude County inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its sub consultant/subcontractor or supplier. The consultant/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution

ADDITIONAL CONTRACT REQUIREMENTS

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

II. **Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Provider must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Provider retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Provider 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.

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

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

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

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

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

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

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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

f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987 (PL 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Provider 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 Provider of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Provider will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Provider 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 Provider's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Provider complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Provider 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 Provider becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Provider may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Provider may request the United States to enter into the litigation to protect the interests of the United States.

VI. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Provider, for itself, its assignees, and successors in interest, agrees as follows:

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

2. Provider agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the

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

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

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

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

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

SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD)

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

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

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

Refer to BCAD GIS, CAD and BIM standards at:
<http://www.broward.org/Airport/Business/Standards>

(A) General Requirements:

1) 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.

2) 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).

(B) Software Formats:

CAD Format

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2013 or later for Windows in native .DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- 2) 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

- 3) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- 4) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.
- 5) 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.
- 6) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- 7) 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.
- 8) 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 (E) (1) below, "Non-Graphical Format", for additional requirements for non-geospatial databases.

9) 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.

10) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:

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

(C) Standards:

1) 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.

2) CAD files should be named as described in BCAD's CAD Standard.

3) Layering:

a) CAD layers must be named according to BCAD's CAD Standard.

b) 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.

c) 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.

4) Attribute Definitions:

a) 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.

b) 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.

5) Conformance:

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

from BCAD's Contract Administrator.

b) 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.

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

(D) Digital Photography:

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.

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

2) 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.

(E) Non-Graphic Format:

1) 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.

2) **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.

a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including but not limited to fill.net.

1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.

2. 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.

b) If Consultant 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.

(F) Delivery Media and Format:

1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.

2) 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).

3) 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 (H)(2)(c) below.

4) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.

5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:

a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of Interest (RLI) number.

b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport")

c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.

d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.

e) Special requirements for Sensitive Security Information (SSI):

1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.

2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

- 6) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
- a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.
 - g) Do not bind or explode any drawing references such as blocks and XREFs.
 - h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:
 - a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d) Layer assignments and lock settings.
 - e) Text fonts, line styles\types used, and GIS layer file settings.
 - f) Any additional information per FAA ACs and BCAD standards.

(H) Submittal:

- 1) 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 will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) 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.
 - d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
- (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation

shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

- (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
- (3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
- (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
- (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
- (6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
- (7) Provide the following information for each finished drawing in a PDF document:
 - (a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - (b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
 - (c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - (d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.
 - (e) Text fonts, line styles\types used, and GIS layer file settings.

(I) Ownership:

- 1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.
- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
- 3) 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.

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

(J) BCAD-Furnished Materials to the Consultant/Contractor:

1) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:

- a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
- b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
- c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.


(K) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.
- 2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.

FORM GC-1: MONTHLY CBE UTILIZATION REPORT



BROWARD COUNTY
FLORIDA
OFFICE OF ECONOMIC AND
SMALL BUSINESS DEVELOPMENT

**COUNTY BUSINESS ENTERPRISE (CBE)
MONTHLY UTILIZATION REPORT**

Report No. _____
CBE Commitment _____%

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

SUBCONTRACTING INFORMATION

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

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

Signature: _____ Title: _____ Date: _____

This completed form must be submitted to the Project Manager.
 Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Rev.: June 2018 Compliance Form No. 005

FORM GC-2: FINAL CBE UTILIZATION REPORT



COUNTY BUSINESS ENTERPRISE (CBE) FINAL MONTHLY UTILIZATION REPORT

Report No. _____
CBE Commitment _____ %

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

SUBCONTRACTING INFORMATION

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

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

Signature: _____ Title: _____ Date: _____

This completed form must be submitted to the Project Manager.
 Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Rev.: June 2018 Compliance Form No. 003

FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____
Contract No. _____
Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 (not federally funded) or Davis Bacon Act (federally funded) and the applicable conditions of the Contract.

Dated _____, 20__
_____ Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
 SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20_.

(NOTARY SEAL) _____
(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: _____
(Serial number, if any)

FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (County): _____
 Consultant: _____
 Contractor: _____
 Contract No. _____
 Project (Name and Address): _____
 Notice to Proceed Date: _____ Date of Issuance: _____
 Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

A list of items to be completed or corrected, prepared by Consultant and approved by County is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

CONSULTANT BY DATE

In accordance with Article 41 and the Summary of Terms and Conditions of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

CONTRACTOR BY DATE

County, through the County Representative, has determined the Work or portion thereof designated by County is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

BROWARD COUNTY: _____
By County Representative DATE

FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.

2. The following subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

<u>Subcontractor name and address</u>	<u>Date of disputed invoice</u>	<u>Amount in dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__ _____
Contractor

(Signature) (Name and Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20_.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: _____
(Serial number, if any)

FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

The undersigned subcontractor, pursuant to the terms of Contract No. _____
between Broward County, Florida and _____ (Contractor)
for

located at: _____,
hereby releases Broward County and Contractor from any and all claims arising under or by virtue
of said subcontract or any modification or change thereof through _____ (date), except
as follows:

(Here list any claims against the Contractor and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ____ day of ____, 20_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

The undersigned Contractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located _____ at: _____, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through _____ (date), except as follows:

(Here list any claims against the County and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ____ day of __, 20_____.

WITNESS:

CONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

The undersigned subcontractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, and in consideration of the receipt of Final Payment in the amount of \$_____, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof.

Witness the signature and seal of the undersigned this ____ day of _____, 20__

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

The undersigned Contractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, and in consideration of the receipt of Final Payment in the amount of \$_____, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof.

Witness the signature and seal of the undersigned this ____ day of _____, 20__

_____.

WITNESS:

CONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

**FORM GC-9: FINAL LIST OF CERTIFIED CBE AND NON-CERTIFIED
SUBCONTRACTORS AND SUPPLIERS**

To: | CONTRACTOR Name |
From: | Broward County Purchasing Division |
Subject: Final List of Subcontractors/Sub-vendors

Re: | Project Title, Contract Number |

For tracking purposes, the attached list of subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the County’s participation goal established for this contract and whose participation was not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

The Contractor certifies the following:

- There were no other non-certified Subcontractors/sub-vendors who provided a service to the County for the referenced Contract. All participants on the Contract are listed on the attached list.
- There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED
HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public:

(Signature)

(Print Name)

Commission No: _____ Expires: ____/____/____

(Seal)

State of _____ at Large

FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

SUBCONTRACTOR NAME	CERTIFIED CBE	NON CERTIFIED
Federal Engineering & Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No.: _____, with County, for construction of _____, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and County in the time and manner prescribed in the Contract; and,
2. Pays County all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and,
3. Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and declared by County to be, in default under the Contract, County having performed County obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
- b. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph,

shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the CONTRACT or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

CONTRACTOR:

(Name of Contractor)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

Signature

(Print Name)

Signature

(Print Name)

SURETY:

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM GC-11-1: PAYMENT BOND

We _____, as Principal, hereinafter called Contractor, located at: Business Address: _____, _____, phone, _____ and _____, as Surety, located at: Business Address _____, phone, _____ under the assigned Bond Number _____, and pursuant to Section 255.05, Florida Statutes, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No.: _____, with County, for construction of _____, located at _____, which Contract Documents are by reference incorporated herein, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and,
2. Promptly makes payments to all claimants as defined by Section 255.05(1) Florida Statutes for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a. Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b. A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a written notice that he or she intends to look to the bond for protection.
- c. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, no earlier than 45 days, or no later than ninety (90) days after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to Contractor and to the Surety, of the

performance of the labor or delivery of the materials or supplies and of the nonpayment.

- d. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.
- e. Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(2) and 255.05(10), Florida Statutes.

Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR:

Secretary

(Name of Contractor)

(Print/Type Name)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary of _____
(Name of Corporation)
(SEAL)

AUTHORIZED REPRESENTATIVE

I, _____, certify that I am the Authorized Representative of the entity named as Principal in the foregoing Performance and Payment Bond; and that pursuant to the power of attorney attached hereto, I executed said Bond on behalf of said entity by authority of its governing body.

as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires:

Notary Public, State of Florida at Large
Bonded by _____

FORM GC-12: CHANGE ORDER

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: ##

Project: ### - Project/Contract Name

Contract: ##### Vendi: Name of Vendor

Description of Changes, Reasons Therefore, and Cost and/or Time Changes For Each:

Cost Basis:

Line Nbr.1		\$0.00	0
<p>Description : Text Description of Change, calculations detailing costs</p> <p>In consideration of the County's issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impacts which may result from protracted performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.</p> <p>Reason : Reason for the change</p> <p>Cause : Cause of the change</p>			

PURCHASING INFORMATION			
PO :			
Original Award : \$###,###.## ### Days	Approved Amendments : 0 \$###,###.## # Days	Approved COs : \$###,###.## # Days	Previous Revised : \$###,###.## ## Days
This ESTIMATED Change Order:		INCREASE/DECREASE	\$##,##.## CHANGE
New Revised Contract:		\$##,##,##.##	## Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT
MM/DD/YYYY
Percentages may not total exactly, due to rounding
Source: ContractsCentral

Addenda

12/11/2020

Broward County Board of County Commissioners, #PNC2121131C1 - FLL North Perimeter Road Water Main Improvement



Welcome kdavis@broward.org | [Logout](#)
Need assistance?
Contact us
or call 800-990-9339

[Home](#) [My account](#) [Orders](#) [Agency list](#) [Admin](#) [Support](#)

Bid Alerts

Updated
Qualifications/Certification
This agency has changed or updated qualifications/certifications. Please [update or register](#).

Bid #PNC2121131C1 - FLL North Perimeter Road Water Main Improvement

Broward County Board of County Commissioners, FL
Time left: Bid has ended
Bid started: Aug 06, 2020 5:08:33 PM EDT
Bid ended: Bid Closed On Sep 23, 2020 2:00:00 PM EDT
Pre-bid conference: Multiple



[Details](#) | [Documents](#) | [Line items](#) | [Q&A](#) | [Pre-bid conference](#) | [Vendor ads](#) | [Planholder's list](#)

Bid #PNC2121131C1 - FLL North Perimeter Road Water Main Improvement

RFB

Time started: Aug 06, 2020 5:08:33 PM EDT
Bid contact: [See contact information](#)
Issuing agency: Broward County Board of County Commissioners, FL. [See other Bids by this agency.](#)
Bid Comments: **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for constructing North Perimeter Road Water Main Improvement at the Fort Lauderdale-Hollywood International Airport (FLL) as indicated on the specifications and drawings.

Note to Vendors: If choosing "Download Bid Packet", the packet will not automatically include the following attachments: Specifications and Drawings. To download these documents, select download next to the individual file. To select these documents, select them from the list and choose "Generate Zip File".

Goal Requirements: This solicitation is reserved for Broward County certified County Business Enterprises (CBE). Refer to the Office of Economic and Small Business Development Requirements Section for additional information.

Basis of Award: Award of this contract will be made to the lowest responsive responsible bidder by total bid price.

County/State License Requirements: In order to be considered a responsive and responsible Vendor, Vendor shall possess one of the specified licenses, and meet the experience/qualifications, as referenced in the Special Instructions for Vendors.

Bid Guaranty: Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount (refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements).

Bid Allowance Amounts: The solicitation includes pass-thru allowances. It is not necessary to add your allowance amounts into your bid prices. BidSync will automatically add the allowance amounts indicated to your bid total and will be reflected on final bid tabulation.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Cone of Silence: The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-8400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).

<https://www.bidsync.com/bidsync-app-web/vendor/links/BidDetail.xhtml?bidid=2060519>

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12/11/2020

Broward County Board of County Commissioners, #PNC2121131C1 - FLL North Perimeter Road Water Main Improvement

Submittals: Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Added on Aug 17, 2020:

Addendum No. 1

Sections "Special Provision 4A: Insurance Requirements" and "Article 5 Progress Payments" in the Contract Documents, are hereby replaced in its entirety with the following attached documents:

*Addendum No. 1, Special Provision 4A: Insurance Requirements, PNC2121131C1.pdf

*Addendum No. 1, Article 5 Progress Payments, PNC2121131C1.pdf

Bid End Date time has been revised from 5:00 pm to 2:00 pm

Added on Aug 21, 2020:

Addendum No. 2

- Vendors are invited to attend a site visit at the below listed date, time and location.

Date : Tuesday, August 25, 2020

Time : 10:00 am

Location : We will meet in the parking lot located at 704 SW 34th St, Fort Lauderdale Florida, 33315

Contact the Project Manager, Andrew Chiwara, at (954)-359-7241 or (954)-270-3334, if you have any questions on the site visit.

- Questions and Answers end date extended to August 28, 2020.

Added on Aug 31, 2020:

Addendum No. 3

Sheets CPS101, CPS102 and GC101 in the Drawings, are hereby replaced in its entirety with "Addendum No. 3, Sheets CPS101, CPS102 and GC101, PNC2121131C1.pdf".

Added on Aug 31, 2020:

Addendum No. 4

Line Item No. 47 revised from "FURNISH AND INSTALL 8 INCH INSERTION VALVE. INCLUDES ALL INSTALLATION COMPONENT" to "FURNISH AND INSTALL 18 INCH INSERTION VALVE. INCLUDES ALL INSTALLATION COMPONENT".

Added on Sep 9, 2020:

Addendum No. 5

- Revisions made in line items 13, 52, and 74.
- Bid End date extended to open September 23, 2020.

Added on Sep 11, 2020:

Addendum No. 6

-Sheets GI002 and GIS01 in the Drawings, are hereby replaced in its entirety with "Addendum No. 6, Sheets GI002 and GIS01, PNC2121131C1.pdf".

-Updated Location Tiebreaker Form.

Bid Bond: [See bid bond information](#)

Classification codes: [View classification codes](#)

Contract duration: One Time Purchase

Contract renewal: Not Applicable

Prices good for: 120 days

Bid Allowance Amount: \$43,000.00

Regions: [View regions](#)

[Vendor viewed report](#)

Fill out the qualifications for this agency. [Click here](#)

Addendum # 1 - made on Aug 17, 2020 11:08:14 AM EDT	
Previous Bid End Date: Sep 09, 2020 5:00:00 PM EDT	New Bid End Date: Sep 09, 2020 2:00:00 PM EDT
Description/Bid Comments: (Information was added)	
New Documents: Addendum No. 1, Special Provision 4A Insurance Requirements, PNC2121131C1.pdf.pdf	
New Documents: Addendum No. 1, Article 5 Progress Payments, PNC2121131C1.pdf".pdf	

Addendum # 2 - made on Aug 21, 2020 3:08:58 PM EDT	
Previous Q&A End Date: Aug 24, 2020 5:00:00 PM EDT	New Q&A End Date: Aug 28, 2020 5:00:00 PM EDT
Description/Bid Comments: (Information was added)	

<https://www.bidsync.com/bidsync-app-web/vendor/links/BidDetail.xhtml?bidid=2060519>

2/3

12/11/2020

Broward County Board of County Commissioners, #PNC2121131C1 - FLL North Perimeter Road Water Main Improvement

Pre-Bid Conference on Aug 25, 2020 has been added.
Pre-Bid Conference Information has changed. Please review all Pre-Bid Conferences.

Addendum # 3 - made on Aug 31, 2020 11:55:58 AM EDT

Description/Bid Comments: (Information was added)
New Documents: Addendum No. 3, Sheets CPS101, CPS102 and GC101, PNC2121131C1.pdf

Addendum # 4 - made on Aug 31, 2020 12:06:47 PM EDT

Description/Bid Comments: (Information was added)
Changed FURNISH AND INSTALL 16 INCH INSERTION VALVE. INCLUDES ALL INSTALLATION
Items: COMPONEN

Addendum # 5 - made on Sep 09, 2020 10:32:54 AM EDT

Previous Bid End Date: Sep 09, 2020 2:00:00 PM EDT New Bid End Date: Sep 23, 2020 2:00:00 PM EDT
Description/Bid Comments: (Information was added)
Changed REMOVE EXISTING PIPE ABANDONED IN PLACE
Items: FURNISH AND PLACE 12 INCH LIMEROCK BASE MATERIAL
ABANDON EXISTING PIPE. INCLUDES ALL INSTALLATION COMPONENTS INCLUDING
FLOWABLE G

Addendum # 6 - made on Sep 11, 2020 6:04:17 PM EDT

Description/Bid Comments: (Information was added)
New Documents: Addendum No. 6, Sheets GI002 and GIS01, PNC2121131C1.pdf
Removed Terms Documents: Location Tie Breaker Form1
New Terms Documents: Location Tie Breaker Form

Change made on Aug 12, 2020 9:52:10 AM EDT

Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.

This bid has ended.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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