

**CONTRACT BETWEEN BROWARD COUNTY AND BOLAND'S LLC FOR ENGINEERED MATERIAL
ARRESTING SYSTEM (EMAS) REPAIRS AND REPLACEMENT AT THE FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT
BID/CONTRACT NO.: PNC2130407Q1**

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**CONTRACT BETWEEN BROWARD COUNTY AND BOLAND'S LLC
FOR ENGINEERED MATERIAL ARRESTING SYSTEM (EMAS) REPAIRS AND REPLACEMENT
AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

Project Title:	Engineered Material Arresting System (EMAS) Repairs and Maintenance at the Fort Lauderdale-Hollywood International Airport
Location:	Fort Lauderdale-Hollywood International Airport
Project Number:	PNC2130407Q1

SUMMARY OF TERMS AND CONDITIONS

Contractor:	Boland's LLC
Contractor Address:	240 Duell Rd, Binghamton, NY 13904
Federal Identification No.:	20-2199754

Contract Administrator:	Gasser Douge
Contract Administrator Address:	Broward County Aviation Department Fort Lauderdale-Hollywood International Airport 320 Terminal Drive, Suite 200 Fort Lauderdale, Florida 33315

Article	Description	Instructions/Unit(s)
3.1 and 3.2	Substantial Completion	Within the time specified in each Notice to Proceed <u>or</u> <u>Work Order.</u>
3.3	Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$881.53 per day for Substantial Completion; \$375 per day for Final Completion.
5.2	Will Materials and equipment be stored at the Project site?	☒ Yes ☐ No
8.1	Is this Contract subject to Florida Department of Transportation provisions?	☐ Yes ☒ No
8.4	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, Fort Lauderdale, Florida 33315 For Contractor: Boland's LLC

Article	Description	Instructions/Unit(s)
		240 Duell Road, Binghamton, NY 13904
8.24 and 8.25	Select the sources of funding that apply to this Project:	☐ Federal funding ☐ State funding ☒ County funding
Contract Supplement	Identify each article supplemented in the Contract Supplement.	The following articles are supplemented: Sections 1.18, 3.1, 3.2, 3.3, and 6.1, see Contract Supplement for details.
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	To be determined with each Work Order.
54 (General Conditions)	☐ County Business Enterprise (CBE) or ☐ Small Business Enterprise (SBE) commitment	No Goal
Supplemental General Conditions	Identify each article supplemented in the Supplemental General Conditions.	The following are supplemented: Sections 3.3, 4.1, 7.6.8, Article 19, 26.3, 42.1.1, 43.1, Article 45 and Article 53, see Supplemental General Conditions for details.

CONTRACT

This construction contract ("Contract") is between Broward County, a political subdivision of the State of Florida ("County"), and Boland's LLC ("Contractor") (each a "Party" and collectively referred to as the "Parties"), for the goods and services set forth herein.

RECITALS

- A. County is the owner and operator of the Airport (hereinafter defined).
- B. The FAA (hereinafter defined) requires the Airport to have Engineered Materials Arresting Systems ("EMAS") as part of the Airport's operating certificate, as the Airport does not have the standard runway safety areas dimensions as mandated by federal aviation regulations.
- C. The Airport has two (2) EMAS located on Runway 10L-28R ("North Runway") and two (2) EMAS located on Runway 10R-28L ("South Runway").
- D. County posted a Request For Information between February 20 and March 13, 2025, for the purpose of noticing County's intent to designate Contractor as the Sole (reasonable) Source for EMAS inspections and repairs.
- E. County wishes to retain Contractor for continuing services as may be requested by County, and Contractor agrees to perform work for County pursuant to Work Orders issued and the terms of this Agreement.
- F. The initial contract period shall start on date of award, and shall terminate three years from that date.

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

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. **Airport** means the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all real property encompassed within the boundaries of the Fort Lauderdale-Hollywood International Airport.
- 1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including as amended.
- 1.3. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

- 1.4. **Board** means the Board of County Commissioners of Broward County, Florida, its successors and assigns.
- 1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.6. **Code** means the Broward County Code of Ordinances.
- 1.7. **Consultant** means the architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.
- 1.8. **Contract Administrator** means the Director of Aviation, or Assistant Director of Aviation, or such other person designated by the Director of Aviation in writing.
- 1.9. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project, and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions to Vendors, Special Instructions to Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.
- 1.10. **Contract Price** means the amount established in the bid submittal and award by the Board or County's Director of Purchasing, as applicable, as may be amended by Change Order.
- 1.11. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.
- 1.12. **Contractor** means the person, firm, or corporation identified in this Contract as the Party with whom County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations 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. **Director of Aviation** means the Director or Acting Director of the Aviation Department or such person or persons as may from time to time be authorized in writing by the County Administrator or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Contract.
- 1.14. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

1.15. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.

1.16. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date 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, including all Work described in the Punch List, has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.17. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.

1.18. **Notice(s) to Proceed** (or Work Order) means a written notice to Contractor issued by the Contract Administrator authorizing the commencement of the activities identified in the notice, the Work Order or as described in the Contract Documents.

1.19. **Plans or Drawings** means the official graphic representations of this Project.

1.20. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.21. **Project Initiation Date** means the date upon which the Contract Time commences.

1.22. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

1.23. **Subcontractor** means any person, firm, or corporation, including any subconsultant, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the Work described in the Contract Documents, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.24. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by the Contract Administrator in the Contract Administrator's sole discretion and set forth on a Certificate of Substantial Completion, 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 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 will not, by itself, constitute the achievement or date of Substantial Completion.

1.25. **Supplemental Instructions** means a written order, instruction, or interpretation concerning the Contract Documents or performance of the Work that does not involve a change in the Contract Price or Contract Time.

1.26. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that is primarily liable for satisfactory performance of the Work, 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 and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.27. **Work** means the construction and other services required by the Contract Documents, whether completed or partially completed, and includes all 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 Work described in the Contract Documents, including Exhibit A, for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by County's Director of Purchasing and two or more Notices to Proceed or Work Orders issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to County all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, surveys (as applicable), and other documents required for permitting, and performance of Work that does not require permits, shall commence within twenty (20) days after the date of the first Notice to Proceed. Contractor shall have twenty (20) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed or Work Order for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums, as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind prior to the issuance of the second Notice to Proceed or Work Order. The Work to be performed pursuant to the second Notice to Proceed or Work Order shall commence within

twenty (20) days after the Project Initiation Date specified in the second Notice to Proceed or Work Order.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within the time specified in each Notice to Proceed or Work Order.

3.3. Upon failure of Contractor to substantially complete the work within the deadlines stated in each Work Order, as may be extended any approved time extensions, Contractor shall pay to County \$881.13 for each day after the deadline for completing the Work Order until Substantial Completion of the Work Order is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion, as extended by approved time extensions thereof, Contractor shall pay to County \$375 for each day after the deadline for Final Completion of a Work Order, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by County or Consultant: (a) due to an audit conducted pursuant to Article 17 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to County for the actual costs referenced in (a) and (b) above, pursuant to Section 3.5.

3.4. County may, but is not obligated 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.

3.5. Separate and apart from the liquidated damages stated in Section 3.3, Contractor shall also reimburse County for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified in Section 3.2, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between County and Consultant. County may, but is not obligated to, deduct such costs 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.

3.6. If County elects not to deduct all or a portion of either the Liquidated Damages or the Consultant costs incurred by County beyond the completion dates, as described in Section 3.5,

from other monies due Contractor from County, Contractor must pay the claimed amounts within thirty (30) days after demand by the Contract Administrator.

ARTICLE 4. CONTRACT PRICE

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 Contractor's bid. The number of units contained in Contractor's bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work. Contractor's bid tabulation is attached as part of Exhibit A Scope of Work.

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 to Contractor for all costs, including overhead and profit, associated with Contractor's completion of all 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 specific 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 Contractor the Contract Price for the performance of the Work described in the Contract Documents.

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 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 specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

***Note:** Only the subsections in the Contract Documents 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 both 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 an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor's Applications for Payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or the Contract Administrator. At a minimum, Contractor shall submit with each Application for Payment an updated progress schedule acceptable to Consultant as required by the Contract

Documents; a completed Form 007500-9, Certification of Payments to Subcontractors; and a release of liens and claims relative to the Work that was the subject of any previous Applications for Payment or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, 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) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, each Application for Payment shall be accompanied by a completed Statement of Compliance form (Form 00922 for Prevailing Wage Rate; or Form 007500-8 for Davis-Bacon Act). The referenced forms are available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx> or upon written request to the Contract Administrator. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

**Broward County Aviation Department
Gasser Douge – Contract Administrator
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
(954) 359-6973**

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty (20) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, excepting any portions that County determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, County shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between County and Contractor shall be communicated in writing and resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Code), subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Prior to issuance of the Punch List, County may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as amended. 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.

If the Summary of Terms and Conditions indicates that Materials and equipment will be stored at the Project site, as payment for such storage, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

5.3. Notwithstanding any provision of this Contract to the contrary, County may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of any of the following:

5.3.1. Inadequate or 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 County for extended construction administration, which may include costs associated with Consultant and/or owner representatives.

5.3.6. Failure of Contractor to provide any document(s) required by the Contract Documents.

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

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. County will request Runway Safe, Inc. ("RWS") and/or Consultant conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 007600-2, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) for the Work, or the applicable phase thereof, shall be issued if Consultant and the Contract Administrator find that: (a) RWS approved the Work as acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment shall be issued

by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following final payment package: 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 and financial obligations connected with the applicable Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; the final bill of Materials, if required; and the final Application for Payment. This final payment package must include a completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>), with a list of all noncertified Subcontractors and suppliers used attached thereto.

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

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has 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. Upon receipt of final payment, Contractor shall immediately deliver to County a completed Form of Final Receipt (Form 007600-3, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>).

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true

and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. 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 statute. 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.

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

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

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

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work

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

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the duration of the Contract will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

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

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

7.13. Licenses and Certifications. Contractor represents and warrants that it holds, and shall maintain throughout the term of this Contract, all licenses, certifications, permits, and approvals required by Applicable Law to perform the Work. Contractor shall promptly provide copies of such credentials to County upon request and must immediately notify County in writing upon expiration, suspension, or revocation of any such required credential.

7.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County

shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. If there is any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, if there is any conflict between the terms of the General Conditions included in this Contract and those contained in any Contract Supplement or Supplemental General Conditions provisions, the terms of such Contract Supplement or Supplemental General Conditions provisions shall prevail. In addition, anything shown on the Drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, if this Contract is identified in the Summary of Terms and Conditions as being subject to Florida Department of Transportation ("FDOT") provisions, the following priority of provisions shall apply in the event of a conflict:

First Priority:	Approved Change Orders, Addendums, or Amendments
Second Priority:	Technical Specifications
Third Priority:	Contract Supplement and Supplemental General Conditions
Fourth Priority:	General Conditions
Fifth Priority:	Contract
Sixth Priority:	Solicitation documents
Seventh Priority:	Contractor's response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor (and all Subcontractors) 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 County. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant, and only to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall

be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

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

With a copy to:

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

FOR CONTRACTOR:

Boland's LLC
240 Duell Rd, Binghamton, New York 13904
Email address: debbieatboland@gmail.com

8.5. Subcontracting; Assignment; Change of Control. 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. Any change of control (as defined herein) shall be deemed an assignment. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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

8.6. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Contract or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or

indirectly, including, but not limited to, through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8.7. 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 is, therefore, a material term.

8.8. No Waiver. County's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

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

8.10. 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 such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.**

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

8.12. 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. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.13. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

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

8.15. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to County as a party to this Contract.

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

8.17. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract. If Contractor is unable to access any linked form, Contractor may contact the Contract Administrator to obtain a copy of the applicable form. Contractor's inability to electronically access any linked form does not modify or excuse any contract obligation of Contractor. County reserves the right to update linked forms if and to the extent necessary to comply with Applicable Law.

8.18. Funding. The continuation of this Contract beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Contract are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Contract and County may terminate this Contract for convenience pursuant to Article 15.

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

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

8.21. Iron and Steel Products. If this Contract is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

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

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

8.24. Airport Construction Contract Additional Requirements. Contractor will comply with the provisions pertaining to Airport Projects, including Airport Security Requirements, attached as Exhibit B.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of ____, 2025; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

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

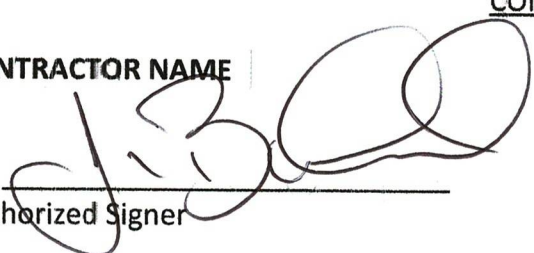
Alexander J. Williams, Jr. Digitally signed by
Alexander J. Williams, Jr.
Date: 2025.10.03
12:24:42 -04'00'
By Williams, Jr. _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

Michael Kerr Digitally signed by
Michael Kerr
Date: 2025.10.03
10:49:34 -04'00'
By Michael Kerr _____
Michael J. Kerr (Date)
Chief Counsel

EMAS On-Call
09/08/2025
80071.0138

CONTRACTOR

CONTRACTOR NAME

By: 

Authorized Signer

JAMIN BOLAND, SOLEMEMBER

Print Name and Title

2ND day of Oct., 2025

WITNESS:

Robbie Chilson

Signature

Robbie Chilson

Print Name of Witness above



CONTRACT SUPPLEMENT

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~striketrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.

Section 1.18 of the Contract is amended as follows:

Notice(s) to Proceed (or Work Order) means a written notice to Contractor issued by the Contract Administrator authorizing the commencement of the activities identified in the notice, the Work Order or as described in the Contract Documents.

Section 3.1 of the Contract is amended as follows:

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by County's Director of Purchasing and two or more Notices to Proceed or Work Orders issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to County all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, surveys (as applicable), and other documents required for permitting, and performance of Work that does not require permits, shall commence within twenty (20) days after the date of the first Notice to Proceed. Contractor shall have twenty (20) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed or Work Order for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums, as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind prior to the issuance of the second Notice to Proceed or Work Order. The Work to be performed pursuant to the second Notice to Proceed or Work Order shall commence within twenty (20) days after the Project Initiation Date specified in the second Notice to Proceed or Work Order.

Section 3.2 of the Contract is amended as follows:

Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within the time specified in each Notice to Proceed or Work Order.

Section 3.3 of the Contract is amended as follows:

Upon failure of Contractor to substantially complete the work within the deadlines stated ~~in Section 3.2~~ each Work Order, as may be extended any approved time extensions, Contractor shall pay to County \$881.13 for each day after the deadline for completing the Work Order until Substantial Completion of the Work Order is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion ~~within the deadline stated in Section 3.2~~, as extended by approved time extensions thereof, Contractor shall pay to County \$375 for each day after the deadline for Final Completion of a Work Order, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by County or Consultant: (a) due to an audit conducted pursuant to Article 17 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to County for the actual costs referenced in (a) and (b) above, pursuant to Section 3.5.

Section 6.1 of the Contract is deleted and replaced with:

County will request Runway Safe, Inc. ("RWS") and/or Consultant conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 007600-2, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) for the Work, or the applicable phase thereof, shall be issued if Consultant and the Contract Administrator find that: (a) RWS approved the Work as acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment shall be issued by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

GENERAL CONDITIONS

ARTICLE 1. CONTRACT DOCUMENTS

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

1.2. Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures must be resolved by Consultant prior to applicable Work commencing. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant in a prompt and timely manner.

ARTICLE 2. INTENTION OF COUNTY

County intends 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. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, Materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that 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, unless specified otherwise herein. 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, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. County will 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) 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 Critical Path Method ("CPM")

☐ CPM

☐ Computerized CPM

(CPM is 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 must 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 that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price, in as much detail as may be requested by County in writing, and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

In addition, after award but prior to the submission of the progress schedule, Consultant, the Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that 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 the 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 thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed or Work Order, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed or Work Order, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the 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. Such acceptance will not impose on Consultant or County responsibility for the progress or scheduling of the Work, or otherwise 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 such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4. PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a completed Performance Bond (Form 007500-1) and a completed Payment Bond (Form 007500-2) (both available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). Each bond shall be in the amount of fifty percent (50%) of a one year value 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, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 5. Contractor must ensure that at all times the amount of the bonds is no less than the total of (a) all open work orders, and (b) the total value of work performed within the immediately preceding one-year period. Within 10 calendar days after any event or occurrence that increases the required bond amount, the Contractor must furnish an additional bond or rider in compliance with the requirements of this section to meet the increased bond requirements.

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, including as modified pursuant to this Contract, to ensure that Contractor will, upon notification by County, correct any defective or faulty Work or Materials that appear within one (1) year after Final Completion of this Contract. If the original bond does not satisfy these requirements, Contractor must provide an additional bond or rider to the extent necessary to satisfy these requirements.

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 Official Records of Broward County and provide County with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of County and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by County for one (1) year after completion and acceptance of the Work.

ARTICLE 5. QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000:

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 the past 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 as a proper surety herein, 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. §§ 223.10, 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. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to County, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Minimum Policy Holder's Ratings Strength/Financial Size
\$500,001 to \$1,500,000	A / III
\$1,500,001 to \$2,500,000	A / VI
\$2,500,001 to \$5,000,000	A / VII
\$5,000,001 to \$10,000,000	A / VIII
Over \$10,000,000	A / IX

5.2. For projects that do not exceed \$500,000.00, County may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that 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 Sections 9304 to 9308 of Title 31 of the United States Code. A completed Certificate and Affidavit for Bonds \$500,000 or Less (Form 007500-4, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) must be submitted with the Bid Bond, Performance Bond, or Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental General 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 and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent

caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by the 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. INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Exhibit C, 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.

7.2. 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 insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. 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 required insurance coverage.

7.3. 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 shall obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

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

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C, 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

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

7.6.1. 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).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of three (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.

7.6.3. 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."

7.6.4. 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 to the extent required by Applicable Law, including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

If 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 stand-alone 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.

7.6.5. 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.

7.6.6. 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.

7.6.7. 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.

7.6.8. 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 or Work Order for construction. Coverage shall be "All Risks," in the amount of One million (\$1,000,000.00) dollars, with a deductible not to exceed \$50,000 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 that does not exceed five percent (5%) of the “values at risk at the time of loss” unless otherwise approved by County.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, as requested by County, 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.

7.8. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Contract and until all performance required of Contractor has been completed, as determined by the 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).

7.9. 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.

7.10. 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.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Work 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. If 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 article.

7.12. 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 [C]; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the 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 [C].

ARTICLE 8. LABOR AND MATERIALS

8.1. 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.

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

ARTICLE 9. 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 10. 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 40. Time extensions are justified only when rain, 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 to that schedule.

ARTICLE 11. PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions to Vendors, Contractor shall secure and pay for all necessary permits and licenses required for the Work pursuant to Applicable Law. Contractor shall be reimbursed for only the actual amount of the permit fees levied by the permitting authority and paid by the Contractor as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead of Contractor. Contractor shall 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.

11.2. County shall directly pay for all impact fees levied by any municipal governmental entity with jurisdiction.

ARTICLE 12. RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the

technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any Work done or Materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted by either party to Consultant in writing within five (5) days after the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days after 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 the 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 the Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.2. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days after 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) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations 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.**

12.3. In any lawsuit or legal proceeding arising under this Contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but did not present for consideration during the resolution of disputes process set forth in Sections 12.1 and 12.2 above.

12.4. This article shall survive any dispute or litigation between the Parties, or expiration or termination of this Contract for any reason, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County.

ARTICLE 13. INSPECTION OF WORK

13.1. 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.

13.1.1. Should the Contract Documents, Consultant's instructions, or Applicable Law 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 performed promptly, and, where practicable, at the source of supply. If any of the Work is 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.

13.1.2. 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.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the Materials and Work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, 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 14. SUPERINTENDENCE AND SUPERVISION

14.1. County's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be 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; all instructions 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 provide efficient supervision of the Work, using its best skill and attention.

14.2. 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, or 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, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by County and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise 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.

14.4. If Contractor, in the course of performing 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 same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. 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 15. COUNTY'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or Materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors;

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner; or

15.1.8. Suspension or debarment of Contractor by a state or governmental entity or by a local governmental entity with a population of more than one million people.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then County's awarding authority for this Contract may, upon written certification 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 performance 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, 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. If the damages and expenses so incurred by County exceed the unpaid balance, Contractor shall be liable and shall pay to County the amount of said excess.

15.3. Unless otherwise stated in this Contract, if this Contract was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Contract, or the County representative (including any successor) who executed the Contract on behalf of County. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of County and Contractor shall be the same as if the termination had been exercised pursuant to Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, by action of the Board upon at least ten (10) days' advance written notice to Contractor (delivered by certified mail, return receipt requested) of County's intent to terminate and the date on which such termination shall be effective. If this Contract is terminated by County pursuant to this section, Contractor shall be paid for all Work properly executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. 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 that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Contract for

convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this Section 15.4.

15.5. This Contract may also be terminated by the Board:

15.5.1. Upon the disqualification of Contractor as a CBE or SBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as a CBE or SBE firm was a factor in the award of this Contract;

15.5.2. 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 CBE or SBE contractual obligations;

15.5.3. Upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Contract;

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

15.5.5. 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 CBE or SBE status of its disqualified CBE or SBE participant; or

15.5.6. If Contractor is a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor is otherwise ineligible to transact business with County under Applicable Law or provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

15.6. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.5, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall 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.

ARTICLE 16. SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as 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 17. PROJECT RECORDS AND RIGHT TO AUDIT

17.1. Audit Rights and Retention of Records. Contractor and all Subcontractors 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. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this 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 Applicable 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.

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 workspace for such review. Contractor shall provide County with reasonable access to 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. Contractor shall make all Contract Records available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

17.2. 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 Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with the Code (including 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 Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, 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 reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3. Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this article.

17.4. 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.

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

ARTICLE 18. 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 19. EXPLOSIVES

NOT APPLICABLE

ARTICLE 20. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) 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, then 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 12. 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 21. PLANS AND WORKING DRAWINGS

County, through Consultant, shall have the right to modify the details of the plans and specifications and 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 22. 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, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission, or discrepancy to stop or delay Work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. 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 failed to report it to Consultant in accordance with this article.

ARTICLE 23. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. 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 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. If any such Materials, equipment or 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 30.

ARTICLE 24. 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 26 herein.

ARTICLE 25. SUPPLEMENTARY DRAWINGS

25.1. 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 that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. 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 26. DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that 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.

26.2. 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, at County's election, be paid for out of any monies due or which may become due to Contractor or 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.

26.3. 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. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects. The Parties agree Contractor is not warranting materials provided by RWS.

26.4. Pursuant to Section 558.005(1), Florida Statutes, the Parties agree to opt out of the requirements of Section 558.005, Florida Statutes.

26.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate County to final acceptance.

ARTICLE 27. TAXES

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

ARTICLE 28. SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by Applicable Law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. 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.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors 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.

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

28.5. ☒ Contractor shall perform the Work with its own organization, amounting to not less than thirty percent (30%) of the Contract Price.

ARTICLE 29. SEPARATE CONTRACTS

29.1. County has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties 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.

29.2. If any part of Contractor's Work depends on proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify County from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30. USE OF COMPLETED PORTIONS

30.1. County has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). 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 increase the cost of or delays the Work, Contractor shall be entitled

to reasonable extra compensation or a reasonable extension of time, or both, as recommended by Consultant and approved by County.

30.2. If County decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. County shall give notice to Contractor in writing at least thirty (30) days prior to County's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

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

30.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, 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 Designated Area.

30.2.5. If County decides 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 31. LANDS OF WORK

31.1. 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.

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

ARTICLE 32. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all Applicable Law with regard to labor, hours of work, and Contractor's 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 33. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, County does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional compensation due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, 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 Work. The cost of 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. Contractor will not be entitled to any additional compensation from County for utility relocations or support activities, regardless of the reason for relocation or support activities. In the event that a utility relocation or support activity extends the completion of the Work and is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors, Contractor will be entitled to additional Contract Time as non-compensable, excusable delay, and such event shall not give rise to a claim by Contractor for compensable excusable delay.

33.3. 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.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. County reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. County's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34. 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 the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved shop drawing. In no event will any substitution accepted by Consultant result in an 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, regardless of whether 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 reduction in Contract Price including Consultant review fees and charges. Unless otherwise indicated in the relevant Change Order, if a substitution is approved, the net dollar savings shall be shared equally between Contractor and County and 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 35. PAYMENT BY COUNTY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests shall be borne by County and be performed by a testing firm selected by County. Contractor is responsible for reimbursement to County the costs of any required test in which the tested Work fails. For road construction projects, the procedure for making tests required by County will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

ARTICLE 36. CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, County has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by County to fully and acceptably complete the proposed Work 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.

36.2. 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 as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by County, as provided in this Contract.

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 the Work. Field Orders may not change 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 the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38. CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to 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.

38.2. If County receives from Contractor a Change Order proposal for construction services requested in writing by County, and the Change Order proposal conforms to all statutory requirements and all requirements set forth by this Contract, County shall approve or deny the Change Order proposal and send written notice of that decision to Contractor within 35 days after receipt of such Change Order proposal. If County denies a Change Order proposal due to deficiencies in the Change Order proposal, County shall identify the Change Order proposal's deficiencies and identify the actions necessary to remedy those deficiencies. In addition to any other bases to not issue a Change Order provided for by this Contract, County may deny a Change Order proposal if and to the extent the Contract Administrator determines procuring the additional or changed work is not in the best interests of the County.

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

38.4. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not already been issued, County may, at its sole option, terminate this Contract as it applies to the items in question and make such arrangements as County deems necessary to complete the work associated with the disputed item, submit the matter in dispute to Consultant as set forth in Article 12, or issue a Change Order unilaterally in accordance with Section 38.5.

38.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County. During the pendency of the dispute, and upon receipt of a Change Order from County, Contractor shall promptly proceed with the change in the Work involved and advise

Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order 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.

38.6. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide County such updated bonds.

ARTICLE 39. VALUE OF CHANGE ORDER WORK

39.1. 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:

39.1.1. If 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 39.7.

39.1.2. By mutual acceptance of a lump sum, which sum Contractor and County acknowledge contains a component for overhead and profit, subject to the provisions of Section 39.8.

39.1.3. On the basis of the "Cost of Work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) 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 39.3.

39.2.1. 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 in advance by County.

39.2.2. 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 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 by Contractor, in accordance with written 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. County will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3. 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 Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. 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.

39.2.5. Supplemental costs including the following:

39.2.5.1. All Materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

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

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

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

39.3. The term "Cost of Work" shall not include any of the following:

39.3.1. 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 that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

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

39.3.3. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4. Cost of premiums for all bonds and for all insurance, whether 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.

39.3.5. 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 repairing or remedying any damage to property.

39.3.6. Other overhead or general expense costs of any kind.

39.4. Contractor's fee for overhead and profit shall be determined as follows:

39.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon, then;

39.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2. For costs incurred under subsection 39.2.3, 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

39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5. The amount of credit to County for any change that 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. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.1.3, 39.2, and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8. 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.

39.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for Materials, labor, equipment, and other items of cost.

39.8.2. 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.

39.9. 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 Work."

ARTICLE 40. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. 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) days after the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the specific date the event commenced, the date Contractor became aware of the event, and the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). Termination of the event giving rise to the claim shall mean the earlier of the date that the event ends (e.g., weather event) or the date that Contractor has the necessary information, direction, or solution to allow the Contractor to proceed with the Work. The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of the event giving rise to the claim. The Claim Notice shall also identify the date Contractor first provided written notice of the event to the Contract Administrator and

Consultant. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with Article 12 hereof. **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.**

40.2. 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 for an extension is made in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

ARTICLE 41. NO 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 from 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. 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; 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 on the part of County or its Consultant.

ARTICLE 42. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors; and (c) is caused solely by fraud, bad faith, or active interference on the part of County or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

County and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be established with each Work Order for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. Non-Compensable Excusable Delay. When Excusable Delay is (a) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (b) caused by circumstances beyond the control of County or Consultant; or (c) caused jointly or concurrently by Contractor or its Subcontractors, suppliers, or vendors and by County or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43. SUBSTANTIAL COMPLETION

43.1. When Contractor determines in good faith that the Work, or a portion thereof designated by County pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly coordinate with RWS and inspect the Work. When RWS and/or 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 (Form 007600-1, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). 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.

43.2. The provision indicated below applies based upon the estimated cost of the Project (only the checked provision applies):

43.2.1. ☒ **Less than \$10,000,000:** Consultant and the Contract Administrator shall develop, and Contractor shall review, the Punch List within thirty (30) calendar days after the issuance of the Certificate of Substantial Completion.

43.2.2. ☐ **Equal to or greater than \$10,000,000:** Consultant and the Contract Administrator shall develop, and Contractor shall review, the Punch List within forty-five (45) calendar days after the issuance of the Certificate of Substantial Completion.

43.3. The Punch List shall describe all Work yet to be completed by Contractor, including the estimated cost to complete each item of Work on the Punch List, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The Punch List shall be provided to Contractor within five (5) days after final development and review. If the final Punch 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 (5) days. The failure to include any items of corrective Work or remaining Work on such Punch List does not alter the responsibility of Contractor to complete all 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. Nothing herein precludes County from including the Punch List on the Certificate of Substantial Completion at the time of issuing the Certificate of Substantial Completion.

43.4. The process for developing the estimated cost of each item of Work on the Punch List shall use the following methodology or methodologies (select all that apply):

- ☒ Direct costs
- ☐ Prorated value of outstanding Work based on Contractor's original Schedule of Values
- ☐ Unit prices provided in the bid
- ☐ Labor costs per hour
- ☐ Per square foot of site area
- ☐ Per assembly
- ☐ Historical and current prices for similar work
- ☐ Industry cost database(s)
- ☐ Other: _____.

ARTICLE 44. NO INTEREST

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

44.2. 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, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45. SHOP DRAWINGS

NOT APPLICABLE

ARTICLE 46. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1. 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 pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be 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 bid prices 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.

46.2. 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.

46.3. 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 47. SAFETY AND PROTECTION

47.1. 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:

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

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

47.1.3. 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.

47.2. Contractor shall comply with all Applicable Law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 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 repaired or 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 30.

47.3. Contractor shall designate a responsible member of its organization at the Project 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.

ARTICLE 48. FINAL BILL OF MATERIALS

Contractor shall be required to submit to County and Consultant a final bill of Materials with unit costs for each bid item for supply of Materials installed. This shall be an itemized list of all Materials with a unit cost for each Material, and the total cost shall be determined on the basis of the unit costs established for each Contract item.

ARTICLE 49. PROJECT SIGN

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

ARTICLE 50. 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 performance 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 of County as to their responsibility for cleaning up, County may clean up and charge

the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51. HURRICANE PRECAUTIONS

51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to County, shall take all precautions necessary and legally required, including pursuant to Section 489.1132, Florida Statutes, to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether County or Consultant has given notice of same.

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

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether County has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

51.4. When a tower crane or mobile crane is located on the Project site, Contractor shall prepare, and maintain at the Project site for inspection, a hurricane preparedness plan.

ARTICLE 52. 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 53. DOMESTIC PARTNERSHIP REQUIREMENT

NOT APPLICABLE

ARTICLE 54. EQUAL EMPLOYMENT OPPORTUNITY

Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Contract, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

ARTICLE 55. PUBLIC RECORDS

Notwithstanding any other provision in this Contract, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida

Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of County as provided in Section 119.0701, Florida Statutes, Contractor shall:

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

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

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

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

The failure of Contractor 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, all of such remedies being cumulative.

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

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document.

If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and hold harmless County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF 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)359-2581, JCHAMBERS@BROWARD.ORG 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FL 33315.

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SUPPLEMENTAL GENERAL CONDITIONS

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~striketrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.

Section 3.3 of the Contract is amended as follows:

Within thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed or Work Order, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed or Work Order, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the 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. Such acceptance will not impose on Consultant or County responsibility for the progress or scheduling of the Work, or otherwise 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 such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

Section 4.1 of the Contract is deleted and replaced with:

Within ten (10) days after being notified of the award, Contractor shall furnish a completed Performance Bond (Form 007500-1) and a completed Payment Bond (Form 007500-2) (both available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). Each bond shall be in the amount of fifty percent (50%) of a one year value 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, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 5. Contractor must ensure that at all times the amount of the bonds is no less than the total of (a) all open work orders, and (b) the total value of work performed within the immediately preceding one-year period. Within 10 calendar days after any event or occurrence that increases the required bond amount, the Contractor must furnish an additional bond or rider in compliance with the requirements of this section to meet the increased bond requirements.

Section 7.6.8 of the Contract is deleted and replaced with:

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 or Work Order for construction. Coverage shall be "All Risks," in the amount of One million (\$1,000,000.00) dollars, with a deductible not to exceed \$50,000 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 that does not exceed five percent (5%) of the "values at risk at the time of loss" unless otherwise approved by County.

Section 26.3 of the Contract is amended as follows:

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. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects. The Parties agree Contractor is not warranting materials provided by RWS.

Article 19 – Explosives - Not Applicable and deleted in its entirety.

Section 42.1.1 of the Contract is amended as follows:

The amount of liquidated indirect costs recoverable shall be \$ per day shall be established with each Work Order for each day this Contract is delayed due to a Compensable Excusable Delay.

Section 43.1 of the Contract is deleted and replaced with:

When Contractor determines in good faith that the Work, or a portion thereof designated by County pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly coordinate with RWS and inspect the Work. When RWS and/or 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 (Form 007600-1, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>). 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.

Article 45 Shop Drawings – Not Applicable and deleted in its entirety.

Article 53 Domestic Partnership - Not Applicable and deleted in its entirety.

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SUPPLEMENTAL WAGE REQUIREMENTS

NOT APPLICABLE

EXHIBIT A – SCOPE OF WORK

The Scope of Work for this project includes but is not limited to all labor, materials, equipment, and supervision necessary to perform maintenance and repair work on the Engineered Material Arresting System (EMAS) beds located at Fort Lauderdale-Hollywood International Airport (FLL) as indicated further below. The scope includes, but is not limited to, the following tasks:

1. Replacement of EMAS Blocks and/or Deflector Shields

- Remove and dispose of damaged or deteriorated EMAS blocks and/or deflector shields in accordance with manufacturer guidelines.
- Install new EMAS blocks and/or deflector shields to restore full arrestor bed functionality and structural integrity.

2. Sealing of EMAS Joints

- Inspect and identify all open or degraded joints between EMAS blocks.
- Clean joint areas and apply approved joint sealant material to prevent water and debris penetration and maintain structural cohesion.

3. Repainting of Chevrons

- Repaint chevron markings on the EMAS surface as required by the FAA to ensure visibility and compliance with regulatory standards.

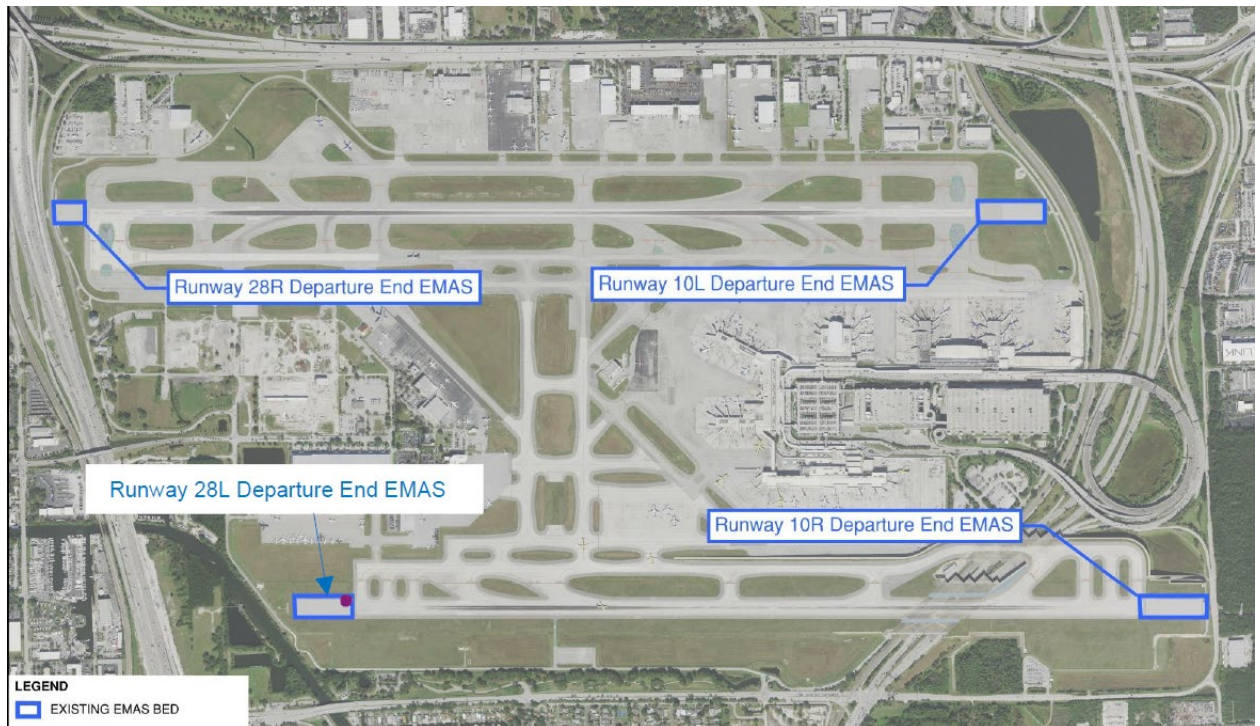
4. System Testing and Miscellaneous Repairs

- Conduct periodic field strength tests and other tests as required by manufacturer and conduct visual inspections to verify system readiness and performance.
- Perform any additional repairs, as needed, to keep the EMAS beds functional.

All work shall be performed in accordance with the manufacturer's specifications, including Lifecycle Management requirements, all appropriate FAA Advisory Circulars and in particular AC_150_5220-22B, and FLL airport operational requirements. The Contractor shall coordinate with airport operations to minimize disruptions and ensure safety during the execution of work.

- All Work will be done via the issuance of a Work Order that includes scope, schedule, liquidated damages, and cost.

- Work may take place during the daytime and/or nighttime, and as coordinated with the Contractor.
- Emergency Services may be requested by Broward County on as-needed basis.



**EXHIBIT B - AIRPORT CONSTRUCTION CONTRACT
ADDITIONAL REQUIREMENTS**

A. The following additional requirements are included at the end of Article 8, Miscellaneous, of the Contract (numbering to be modified as appropriate):

8.25. Civil Rights – General. Contractor and its Subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

8.26. Civil Rights - Title VI Assurances. Contractor shall abide by and comply with the nondiscrimination requirements set forth in **Attachment I**, to the extent same are applicable by law, rule, regulation, or federal grant requirements.

8.27. Nondiscrimination. Neither Party to this Contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, or pregnancy, in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with its Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

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ATTACHMENT I - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

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

1. *Compliance with Regulations*: Contractor (hereinafter includes Subcontractors) 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 Contract, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189), as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i. The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

2. *Nondiscrimination:* Contractor, with regard to the work performed by it during the Contract, 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. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices, when the Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

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

4. *Information and Reports:* Contractor 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 County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to County 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 Contractor's noncompliance with the nondiscrimination provisions of this Contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

i. Withholding payments under the Contract until Contractor complies; and/or

ii. Cancelling, terminating, or suspending the Contract, in whole or in part.

6. *Incorporation of Provisions:* Contractor will include the provisions of Sections A.1 through A.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a Subcontractor or supplier because of such direction, Contractor may request County to enter into any litigation to protect the interests of County. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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ATTACHMENT II – AIRPORT SECURITY REQUIREMENTS

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

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

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

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

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

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

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ATTACHMENT III - BROWARD COUNTY AVIATION DEPARTMENT ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

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

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

Refer to BCAD GIS, CAD and BIM standards at:

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

1) **General Requirements:**

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

2) **Software Formats:**

CAD Format

- a) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2020 or later for Windows in native DWG electronic file format. Consultants/Contractors who do not use

AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.

b) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

a) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.9.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.

b) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the Contract Administrator or Project Manager.

c) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.

d) All database tables conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change at no additional cost to County, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

a) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.

b) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (4)(a) below, "Non-Graphic Format," for additional requirements for non- geospatial databases.

c) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with

BCAD to ensure linkages will conform with and match those already in place or generated to create such links.

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

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

3) **Standards:**

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

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

c) Layering:

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

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

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

d) Attribute Definitions:

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

ii) CAD data shall be attributed following Section 4.2, "Object Data," of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

e) **Conformance:**

- i) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- ii) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
- iii) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

4) **Digital Photography:**

- a) Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.
- b) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).
- c) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

5) **Non-Graphic Format:**

- a) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- b) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, et seq., and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.
 - i) If requested by BCAD, Consultant/Contractor shall provide BCAD with fully ADA accessible electronic files ("ADA Files") for posting on County's website, including, but not limited to, flil.net.
 - ii) The ADA Files may include, but are not limited to, contracts, flyers, reports, or newsletters.
 - iii) County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.

- iv) If Consultant/Contractor is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

6) Delivery Media and Format:

- a) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- b) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- c) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor and certified as per submittal requirements in Section (8)(b)(iii) below.
- d) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- e) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
 - i) The Contract or Project number, title, and date. If a Contract or Project number has not yet been issued, then it is permissible to use a BCAD issued Request for Proposal (RFP) or Request for Letters of Interest (RLI) number.
 - ii) The Facility Name (e.g., "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").
 - iii) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
 - iv) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.
 - v) Special requirements for Sensitive Security Information (SSI):
 - A. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
 - B. The following text must appear on either: (a) the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP

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

f) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:

- i) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
- ii) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
- iii) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
- iv) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.
- v) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.
- vi) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- vii) Do not bind or explode any drawing references such as blocks and XREFs.
- viii) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

7) **Drawing Development Documentation:**

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

8) **Submittal:**

- a) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant/Contractor will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDFs of the signed and sealed as-built AutoCAD file(s).
- b) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - i) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
 - ii) Brief instructions for transferring the files from the media.
 - iii) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - iv) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

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

9) **Ownership:**

- a) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including, but not limited to,

reports, listings, and all other items pertaining to the work created or developed under this Contract.

b) Ownership rights under the Contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.

c) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

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

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

a) BCAD may make various electronic files available to the Consultant/Contractor during the Pre-Construction and Construction phases of the Project. To this end, BCAD shall make the following information available to the Consultant/Contractor in electronic format:

i) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Consultant/Contractor, Managing General Contractor, or other County consultant on an as required basis.

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

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

11) **Other Digital Information:**

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

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

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Exhibit C

MINIMUM INSURANCE REQUIREMENTS for EMAS Repair

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☐ mobile equipment Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations 	 \$5 mil 	 \$5 mil
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project. or delivered common carrier</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$5 mil airside \$1 mil landside	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> Required to be in place on the date materials/container delivered to FLL			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$50 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
 Broward County Aviation Department
 Ft. Lauderdale-Hollywood International Airport
 320 Terminal Drive
 Suite 200
 Fort Lauderdale, FL 33315 CIP

**Tracy
Meyer**

Risk Management Division

Digitally signed
 by Tracy Meyer
 Date: 2025.07.22
 11:22:27 -04'00'

Exhibit D Bid Table
PNC2130407Q1 EMAS Bed Repairs at FLL

[illegible]