DATE: June 24, 2013

TO: André Morrell, Administrative Manager I
Records, Taxes and Treasury Division

FROM: Gabriel Ocasio-Dávila, Construction Management Administrator

SUBJECT: Contract Z1125109C1 with The Morganti Group, Inc.

On June 4, 2013, the Broward County Board of County Commissioners awarded a fixed contract to The Morganti Group, Inc., Maintenance Facility for Aviation Department, Bid No. Z1125109C1, for the Aviation Department (Agenda Item #61) and authorized the Mayor and Clerk to execute the same.

I have attached three (3) original Contracts between Broward County and the following organization for execution by the County Administrator and Mayor:

Pursuant to the establishment of official record keeping, when these original Agreements have been executed by the County Administrator, you will retain one (1) original for the files of the Document Control/Minutes Section of the Records, Taxes and Treasury Division.

Please contact me at 954-359-6124 or email gocasio@broward.org so that I can pick-up the remaining two (2) original Contracts.

Thank you.

Gabriel Ocasio-Dávila
Construction Management Administrator
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(Public Work)

Bond No.: * 915698
Contractor Name: * The Morganti Group, Inc.
Contractor Address: * 1450 Centrepark Boulevard, Suite 260
West Palm Beach, FL 33401
Contractor Phone No.: * (561) 689-0200
Surety Company: * The Insurance Company of the State of Pennsylvania

Owner Name: * Board of County Commissioners of Broward County, FL
Owner Address: * 115 S. Andrews Avenue, Ft. Lauderdale, FL

Owner Phone No.: *
(If different from property Owner, or Dual Oblige)
Obligee Address: * Same as above

Obligee Phone No.: *
Bond Amount: * $14,370,000

Contract No. (if applicable) *
Description of Work: * Maintenance Facility for the Aviation Department

Project Location: * 3400 SW 2nd Avenue, Ft. Lauderdale, FL 33315

Legal Description:

This Bond has been furnished to comply with the requirements of F.S. 255.05. This bond is hereby amended such that all provisions and limitations, including conditions, notice and time limitations of F.S. 255.05 are incorporated herein by reference. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the Performance/Payment Bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, we The Morganti Group, Inc., as Principal, hereinafter called CONTRACTOR, and The Insurance Company of the State of Pennsylvania, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Fourteen Million Three Hundred Seventy Thousand and 00/100 Dollars ($14,370,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. Z1125109C1, awarded the 4th day of June, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for construction of Maintenance Facility for the Aviation Department, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2) Pays COUNTY all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and

3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract: then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department
total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein.

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

Signed and sealed this 13 day of June, 2013.

The Insurance Company of the State of Pennsylvania

INSDRANCE COMPANY: Agent and Attorney-in-Fact

175 Water Street, 18th Floor, New York, NY 10038

Address, City, State, Zip Code
212-770-7000

Telephone Number

CORPORATE SECRETARY ATTEST:

(Witness)

(Witness)

CONTRACTOR:
The Morganti Group, Inc.

(Name of Contractor)

(Signature)

GERRY KELLY, S.V.P. VICE PRESIDENT

(Print Name and Title of Signer)

13 Day of June, 2013
# Company Directory: Search Results

*This information is current as of 6/20/2013*

**INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

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## Addresses

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Authorized Lines of Business

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Current Personal Injury Protection (Auto-PIP) Contact

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Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

Insurance Company of State of PA

Based on A.M. Best's analysis, 002035 - American International Group, Inc is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

View all of the companies assigned this rating as a part of an AMB Rating Unit.

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Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.


- Single Company - five years of financial data specifically on this company.
- Comparison - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Best's Credit Rating Analyst

Office: A.M. Best Company, Oldwick NJ
Senior Financial Analyst: Jacquesine Lentz
Managing Senior Financial Analyst: Jennifer Marshall, CPCU, ARM

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

Best's Insurance Reports - Online - PIC, US & Canada
Best's Key Rating Guide - PIC, US & Canada
Best's Statement File - PIC, US
Best's Executive Summary Report - Composite - Property/Casualty
Best's Executive Summary Report - Comparison - Property/Casualty
Best's Statement File - Global
Best's State Line - PIC, US
Best's Regulatory Center Market Share Reports
Best's Corporate Changes and Retirements - PIC, US/CN
Best's Insurance Expense Exhibit (IEE) - PIC, US
Best's Schedule P (Loss Reserves) - PIC, US
Best's Regulatory Center
Best's Schedule D (Corporate Bonds) - US
Best's Schedule D (Common Stocks) - US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule F (Reinsurance) - PIC, US
Best's Schedule DA (Short Term Investments) - PIC & L/H, US


6/21/2013
FORM GC-11: PAYMENT BOND

BY THIS BOND We The Morganti Group, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 1450 Centrepark Boulevard, Suite 260
West Palm Beach, FL 33401
Phone: 561-689-0200

and The Insurance Company of the State of Pennsylvania, as Surety, under the assigned Bond Number 915698, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Fourteen Million Three Hundred Seventy Thousand and 00/100 Dollars ($14,370,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1125109C1, awarded the 4th day of June, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract":

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
FORM GC-11: PAYMENT BOND (continued)

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

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.

d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this 13 day of June, 2013.
FORM GC-11: PAYMENT BOND (continued)

ATTEST:

[Signature]

(CORPORATE SEAL)

IN THE PRESENCE OF:

[Signature]

INSURANCE COMPANY:
The Insurance Company of the State of Pennsylvania

By [Signature]

Agent and Attorney-in-Fact

Sandra C. Lopes, FL Non-Resident Producer License No. W051270

Address: 175 Water Street, 18th Floor

New York, NY 10038

Telephone No.: 212-770-7000

The Morganti Group, Inc.

(Name of Corporation)

By [Signature]

(Signature and Title)

GERRY KELLY  Sr. Vice President

(Type Name and Title Signed Above)

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department

Page 116 of 118

CON-2-14-2013
POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Michael J. Cusack, John J. Giambino, Sandra C. Lopes, Natalie Coney, Nicole Roy,
Donald H. McCarter, Kathleen M. Flanagan, Richard A. Leveroni, Jean M. Fenney: of Boston, Massachusetts---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 9th day of October, 2012

Anthony Romano, Vice President

STATE OF NEW YORK }                                      
COUNTY OF NEW YORK } ss.

On this 9th day of October, 2012 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

JULIANA HALLENBECK
Notary Public - State of New York
No. 0116462547
Qualified in Bronx County
My Commission Expires April 18, 2013

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this day of

Denis Butkovic, Secretary
Company Directory: Search Results

This information is current as of 6/20/2013

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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<td>NAIC Company Code</td>
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Addresses

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**Current Personal Injury Protection(Auto-PIP) Contact**

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<th>PIP Contact Name</th>
<th>JULIE TEMPEST</th>
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<td>DAVIE FL 33314</td>
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**Historic PIP Contact information is available upon request from:**

Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

Insurance Company of State of PA

A.M. Best #: 002005  NAIC #: 19429  FEIN #: 1355400398
Address: 175 Water Street 18th Floor
New York, NY 10038  United States
Web: www.chartisinsurance.com
Phone: 212-770-7000

Based on A.M. Best's analysis, O56702 - American International Group, Inc is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

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<td>Effective Date: January 25, 2013</td>
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<tr>
<td>Initial Rating Date: December 31, 1907</td>
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</table>

Long-Term Issuer Credit Rating

| Outlook: Stable |
| Action: Affirmed |
| Effective Date: January 25, 2013 |
| Initial Rating Date: April 06, 2005 |

Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products (Quality Cross Checked).

Financial and Analytical Products

Best's Insurance Reports - Online - P/C, US & Canada
Best's Key Rating Guide - P/C, US & Canada
Best's Statement File - P/C, US
Best's Executive Summary Report - Composite - Property/Casualty
Best's Executive Summary Report - Comparison - Property/Casualty
Best's Statement File - Global
Best's State Line - P/C, US
Best's Regulatory Center Market Share Reports
Best's Corporate Changes and Retirements - P/C, US/CN
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Schedule P (Loss Reserves) - P/C, US
Best's Schedule D (Corporate Bonds) - US
Best's Schedule D (Common Stocks) - US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule F (Reinsurance) - P/C, US
Best's Schedule DA (Short Term Investments) - P/C & L/H, US

FRONT PAGE

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(Public Work)

Bond No.: * 915698

Contractor Name: * The Morganti Group, Inc.
Contractor Address: * 1450 Centrepark Boulevard, Suite 260
                  West Palm Beach, FL 33401
Contractor Phone No.: * (561) 689-0200
Surety Company: * The Insurance Company of the State of Pennsylvania

Owner Name: * Board of County Commissioners of Broward County, FL
Owner Address: * 115 S. Andrews Avenue, Ft. Lauderdale, FL
Owner Phone No.: *

Obligee Address: * Same as above

Obligee Phone No.: *

Bond Amount: * $14,370,000

Contract No. (if applicable) *

Description of Work: * Maintenance Facility for the Aviation Department

Project Location: * 3400 SW 2nd Avenue, Ft. Lauderdale, FL 33315

Legal Description:

This Bond has been furnished to comply with the requirements of F.S. 255.05. This bond is hereby amended such that all provisions and limitations, including conditions, notice and time limitations of F.S. 255.05 are incorporated herein by reference. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the Performance/Payment Bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, we, The Moment Group, Inc., as Principal, hereinafter called CONTRACTOR, and The Insurance Company of the State of Pennsylvania, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Fourteen Million Three Hundred Fifty Thousand and 00/100 Dollars ($14,350,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No: Z1125109C1, awarded the ___ day of ___________, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for construction of Maintenance Facility for the Aviation Department, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2) Pays COUNTY all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and

3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein.

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

Signed and sealed this _____ day of _____________ 2013
FORM GC-11: PAYMENT BOND

Bid No. Z1125109C1

BY THIS BOND, We The Morganti Group, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 1450 Centrepark Boulevard, Suite 260

West Palm Beach, FL 33401

Phone: 561-689-0200

and The Insurance Company of the State of Pennsylvania, as Surety, under the assigned Bond Number 915698, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Fourteen Million Three Hundred Seventy Thousand and 00/100 Dollars ($14,370,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1125109C1, awarded the _____ day of ________, 20___, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
FORM GC-11: PAYMENT BOND (continued)

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

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.

d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of ____________________, 2013.
FORM GC-11: PAYMENT BOND (continued)

ATTEST:

The Morgant Group, Inc.

(Name of Contractor)

By:

(Signature and Title)

GERRY KELLY, Sr. Vice President

(Type Name and Title Signed Above)

INSURANCE COMPANY:

The Insurance Company of the State of Pennsylvania

By:

Agent and Attorney-in-Fact

Sandra C. Lopes, FL Non-Resident Producer, License No. 9007242

Address: 175 Water Street, 18th Floor

New York, NY 10038

Street)

City/State/Zip Code)

Telephone No.: 212-770-7000

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department

Page 116 of 118 CON-2-14-2013
POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania

Principal Bond Office: 375 West Street, New York, NY 10013

Know all men by these presents:

That the Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

Michael J. Diamond, John J. Gershman, Sandra L. Lopes, Nathaniel Cooley, Nicole Roy,
Donald H. McElvy, Richard M. Flanagan, Richard A. Leibroen, Jean M. Farley, of Boston, Massachusetts

its Vice and Benefit Attorney, and as such shall have the full authority to execute and perform all original, intermediate, confirmatory, and other documents and writings in any name therefor, and to bind the respective corporation therethrough.

IN WITNESS WHEREOF, the Insurance Company of the State of Pennsylvania has caused these presents to be executed this day of October, 2012.

[Signature]

[Seal]

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 19th day of October, 2012, before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation therewith.

[Signature]

JULIANA HALLENBECK
County Clerk, County Clerk

CERTIFICATE

The foregoing resolutions, adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976.

RESOLVED, that the Chairman of the Board, the President, or any Vice President or, and by him, is authorized to appoint Attorneys-in-Fact to represent, and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to issue letters of attorney therefor.

RESOLVED, that the signatures and notations of such officers and of the Board of Directors of the Company shall be valid and shall be binding upon the Company when required of any bond, undertaking, recognizance and other contract of indemnity and writings obligatory in the nature thereof.

RESOLVED, that any such Attorney-in-Fact desiring a certificate evidencing that the foregoing resolution is in effect may present such certificate to the Secretary of the Company, and he shall be furnished with such certificate without charge.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the facsimile seal of the corporation this day of October, 2012.

[Signature]

Diane Buhler-Stern, Secretary
Meeting Agendas

AI- 14301

Broward County Commission Regular Meeting
Meeting Date: 06/04/2013
Director's Name: Scott G. Miller
Department: Finance & Administrative Services  Division: Purchasing

Information

Requested Action
MOTION TO AWARD fixed contract to low bidder, The Morganti Group, Inc., Maintenance Facility for the Aviation Department, Bid No. Z1125109C1, in the total amount of $14,370,000, including an alternate item in the amount $100,000, and allowance items for permits, access control system, building automation system, fire alarm system programming, CCTV software and licensing integration, owner's unforeseen conditions and dispute avoidance panel in the total amount of $750,000, to be completed in 365 calendar days from issuance of the Second Notice to Proceed, contingent upon the receipt and approval of insurance/performance and payment guaranty, and authorize the Mayor and Clerk to execute the same. (Project No. 3835)

ACTION: (T-10:15 AM) Approved.

VOTE: 8-0. Vice Mayor Sharief was not present.

Why Action is Necessary
In accordance with the Broward County Procurement Code, Section 21.31.a.4, the Board is required to approve all purchases exceeding $250,000.

What Action Accomplishes
Provides for the construction of a new Maintenance Facility for the Aviation Department.

Is this Action Goal Related

Previous Action Taken
None

Summary Explanation/ Background
THE PURCHASING DIVISION AND THE AVIATION DEPARTMENT RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development (OESBD) established a County Business Enterprise (CBE) goal of 25% for this contract. The Morganti Group, Inc. committed to 25.21% CBE participation goal, which has been reviewed and approved by the OESBD (Exhibit 2).

The purpose of this contract is to provide all labor, materials, and equipment necessary to perform construction services for the erection of a new Maintenance Facility for the Aviation Department.

On February 14, 2012 (Item No. 39), the Board approved the Request for Letters of Interest (RLI) No. N1001302R1, Maintenance Facility for the Aviation Department. RLI No. N1001302R1 was a Two-Step process; Step One provided for the shortlisting of qualified firms and Step Two provided for an Invitation for Bid to be sent to the short-listed firms. Ten firms submitted proposals in response to the RLI.

On May 10, 2012, a short list meeting was held. The Selection Committee short-listed eight firms.

http://205.166.161.204/agenda_publish.cfm?id=ALL&get_month=6&get_year=2013... 6/24/2013
Complete a separate form for each contract with Broward County Board of County Commissioners. Your report is due to the Aon Insurance Administrator, identified below, no later than the 10th day of the succeeding month. Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll. Delay in providing this report may result in payments being withheld.

A. Report Identification

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Contractor: The Morganti Group, Inc.

Under Contract with:

Contract #: AV16A-000 Maint Facility

B. Activity Report

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TOTALS: 2 3 4

* Do not include premium (excess) overtime wages, use straight time wage rates only. You must also comply with all rules set forth by the Workers Compensation Bureau in the state in which the work is performed.

C. Additional Data Requirements:

1.
2.
3.

D. Signature Block: I verify the information presented above and attachments are correct:

Name: ____________________________ Date: ____________________________

Title: ____________________________ Signature: ____________________________

☐ CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 “NOTICE OF WORK COMPLETION” AND INCLUDE WITH THIS PAYROLL REPORT.

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

Fax or Mail to: Ms. Diana Schrader
Aon Risk Services, Inc. of Florida
400 International Parkway, Suite 100
Heathrow, Florida 32746

Phone: (407) 804-2418
Fax: (407) 804-1077
June 20, 2013

Mr. Gerry Kelly, Snr. V.P.
The Morganti Group, Inc.
1450 Centrepark Blvd.
West Palm Beach, FL 33401

Fax#: 

RE: Maintenance Facility #N1043902P1
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: AV16A-000
WC Policy Number: A21W61891300

Dear Mr. Kelly:

Welcome, you have been enrolled into the Maintenance Facility #N1043902P1’s OCIP for Work performed under contract number AV16A-000. Enclosed is a Certificate of Insurance evidencing your coverage for Worker’s Compensation, General Liability, Excess & Umbrella. This coverage is only in effect while working at the Maintenance Facility #N1043902P1 project site. Your individual Workers Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

✓ Broward County Board of County Commissioners is responsible for all premium payments.
✓ Payroll Reports (Aon Form-4) is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "$0" payroll report *must* be submitted. A pre-completed Aon Form-4 is provided with this letter.
✓ Adhere to all Safety Guidelines at all times.
✓ Your firm’s Workers Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site.
✓ Report all claims in accordance with the OCIP Insurance Manual.
✓ You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate forms.
✓ Immediately submit current and/or replacement off-site Certificates of Insurance as required by your contract.
✓ Complete a Notice of Work Completion (Aon Form-5) at the time work is completed and you are prepared to leave the site. A separate Aon Form-5 is required for each of your enrolled subcontractors.

On behalf of Broward County Board of County Commissioners we wish you a safe and successful project! Please call us at (407) 804-2418 if you have any questions or concerns.

Sincerely,

Ms. Diana Schrader
Account Specialist
diana.schrader@aon.com | (407) 804-1077

Enclosures
Certificate of Insurance
Payroll Reports (Aon Form-4)

Cc:
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE

CERTIFICATE NUMBER: 570050331155
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Bid No. 21325109C, Maintenance Facility for the Aviation Department. Broward County, its commissioners, directors, agents, employees, related entities, authorized representatives, servants and assigns are included as ADDITIONAL Insured in accordance with the policy provisions of the General Liability, Auto Liability policies and umbrella Liability policies. General Liability, Auto Liability policies and umbrella Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provision. A waiver of Subrogation is granted in favor of the Additional Insured in accordance with the policy provisions of the General Liability, Auto Liability policies, umbrella Liability and worker Compensation policies. General Liability and worker

CERTIFICATE HOLDER

Broward County
C/O Aon Risk Services, Inc.
Attn: Roshunda Parker
115 S. Andrews Ave.; Room A-510
Ft. Lauderdale FL 33301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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ACORD 25 (2010/05)
## ADDITIONAL REMARKS SCHEDULE

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### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25  **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Compensation apply off-site.
Detail by Entity Name

Foreign Profit Corporation
THE MORGANTI GROUP, INC.

Filing Information
Document Number  P41056
FEI/EIN Number    061149260
Date Filed        10/19/1992
State or Country  CT
Status            ACTIVE

Principal Address
100 MILL PLAIN ROAD
4TH FLOOR
DANBURY, CT 06811
Changed: 02/01/1994

Mailing Address
100 MILL PLAIN ROAD
4TH FLOOR
DANBURY, CT 06811
Changed: 02/01/1994

Registered Agent Name & Address
C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail
Name & Address
Title D
SAAD, IMAD
100 MILL PLAIN ROAD
DANBURY, CT 06811

Title P
TAKLA, NABIL M
100 MILL PLAIN ROAD
DANBURY, CT 06811

Title CFO

VARTANIAN, VARTAN
100 MILL PLAIN RD
DANBURY, CT 06811

Title VP

GUNN, TIMOTHY
100 MILL PLAIN ROAD
DANBURY, CT 06811

Title SVP

KELLY, GERRY
100 MILL PLAIN ROAD
DANBURY, CT 06811

Annual Reports

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Document Images

- 01/24/2013 -- ANNUAL REPORT
- 01/30/2012 -- ANNUAL REPORT
- 01/19/2011 -- ANNUAL REPORT
- 01/11/2010 -- ANNUAL REPORT
- 01/21/2009 -- ANNUAL REPORT
- 01/17/2008 -- ANNUAL REPORT
- 02/06/2007 -- ANNUAL REPORT
- 03/15/2006 -- ANNUAL REPORT
- 02/04/2006 -- ANNUAL REPORT
- 01/15/2004 -- ANNUAL REPORT
- 01/13/2003 -- ANNUAL REPORT
- 01/21/2002 -- ANNUAL REPORT
- 01/26/2001 -- ANNUAL REPORT
- 02/04/2000 -- ANNUAL REPORT
- 02/26/1999 -- ANNUAL REPORT
- 01/29/1998 -- ANNUAL REPORT
- 01/24/1997 -- ANNUAL REPORT

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail/EntityName/forp-p... 6/10/2013
CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Maintenance Facility For Aviation Department

BROWARD COUNTY, FLORIDA

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Z1125109C1
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A10.04 OFFICE PANELS (OP) - 2nd FLOOR
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SECTION 1 - CONTRACT EXECUTION

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project for the Contract Base Amount and within the Contract Time.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 4th day of June, 2013, and CONTRACTOR, signing by and through its authorized representative, duly authorized to execute same.

COUNTY ADMINISTRATOR ATTEST:  COUNTY MAYOR or VICE-MAYOR:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners

Mayor or Vice-Mayor

COUNTY RISK MANAGER:  COUNTY ATTORNEY:

Approved as to surety company qualifications, insurance requirements and insurance documentation.

By:

CORPORATE SECRETARY ATTEST:

Affix Corporate Seal or 2 Witnesses below

(Witness)  Date

(Witness)  Date

CONTRACTOR:

(Name of Contractor)

(Signature)

GERRY KELLY, Sr. V.P.

(Print Name and Title of Signer)

18 Day of JUNE, 2013
### SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

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| Division 1 | [Milestones: Division 1, Section NA] |

| 20.6       | Contractor self-performing percent of Contract Price | 15% |
| 27.5       | Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time. | $5,000 per day |
| 47         | The parties designate the following as the respective places for giving of notice: For County: Broward County Aviation Department 2200 SW 45 Street, Suite, 101 Dania Beach, FL 33312 Attn: Marc Gambrill, Director Capital Improvement Program For Contractor: The Morganti Group, Inc. 1450 Centrepark Blvd, Suite 200 West Palm Beach, FL 33401 Attn: Gerry Kelly, Sr. VP |

| SP-1A      | County Business Enterprise (CBE) goals |
| SP-1B      | Disadvantaged Business Enterprise (DBE) goals (check box) |
| SP-6       | LEED Category | Silver |
| ITB, Form 2: Schedule of Prices Bid here | Contract Base Amount (Incorporate Schedule of Prices Bid here) | $ Please see Bidders Response |
| Notice of Award | Contract Price | $14,370,000 |

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SECTION 3 - GENERAL CONDITIONS

Article 1: Contract Definitions

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

1.1. Allowance Account: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, dispute avoidance and resolution, Work deemed desirable by the COUNTY to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written CPEAM(s).

1.2. Beneficial Occupancy: Occupancy by the COUNTY in its sole discretion of any portion of the Work prior to Substantial Completion of the Work. Such occupancy will not relieve the CONTRACTOR of its obligation to fully complete the Work in accordance with the Contract Documents.

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

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

1.5. Consultant: Architect, Engineer, Program Manager, or Project Manager which has contracted with COUNTY, or COUNTY employee designated to perform professional services, on this Project. COUNTY will identify the Project Consultant(s) at the Preconstruction Meeting, or during the progress of the Work.

1.6. Contract Base Amount: That portion of the Contract Price which excludes unexpended portions of Allowance Accounts. The Contract Base Amount may be increased or decreased by the issuance of a CPEAM or a Change Order.

1.7. Contract Documents or Contract: The official documents setting forth the requirements and contractual obligations for the Project, including the Summary of Terms and Conditions, General Conditions, Special Provisions, Plans, Technical Specifications 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted by the COUNTY, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.
1.8. Contract Price: The original amount established in the award by COUNTY, inclusive of Allowance Accounts, as may be amended by Change Order.


1.10. Contract Time: The original time between the Project Initiation Date in the Second Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations may survive Contract Time.

1.11. CONTRACTOR: The entity with whom Broward County has contracted and which is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR. CONTRACTOR is an independent contractor, and neither CONTRACTOR nor its agents are employees or agents of the COUNTY. This Contract shall not create a partnership or joint venture.

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

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

1.14. COUNTY Representative: An authorized representative of the COUNTY identified in a written notice to CONTRACTOR.

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

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

1.17. Drawings: The official graphic representations of this Project which are a part of the Contract Documents.

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

1.19. Final Completion: The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by COUNTY; any other
documents required to be provided by CONTRACTOR have been received by COUNTY; and the Work has been fully completed in accordance with the Contract Documents.

1.20. First Notice to Proceed (First NTP): The written notice to CONTRACTOR authorizing preconstruction Work, which includes submission of applications for construction permits to applicable permitting authorities and completion of all other documents or activities required for permitting; submission of a project schedule, schedule of values, submittals, submittal schedule, topographical or physical features surveys, and all warranty forms; and performance of Work that does not require permits.

1.21. LEED (Leadership in Energy and Environmental Design): The rating system for green building practices created by the United States Green Building Council (USGBC).

1.22. Materials: Materials incorporated in this Project.

1.23. Milestone: An element of the Work as described in the Contract Documents with associated Liquidated Damages.

1.24. Notice(s) to Proceed (NTP): Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.25. Overhead and Profit: All CONTRACTOR’s costs associated with insurance premiums, supervision, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, office rent, storage rental costs, telephones, facsimile machines, computers, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the COUNTY, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the CONTRACTOR or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.

1.26. Project: The construction project described in the Contract Documents, including the Work described therein.

1.27. Project Initiation Date: The date upon which the Contract Time commences, as established by Second NTP.

1.28. Public Art: Artwork created under The Public Art and Design Program ("Public Art Program") established and codified in Section 1-88 of the Broward County Code of Ordinances, as amended.

1.29. Second Notice to Proceed: The written notice of CONTRACTOR authorizing commencement of construction Work. Except for the reimbursement of permit
application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation of any kind until issuance of the Second Notice to Proceed. The Contract Time shall commence on the Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items, and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.

1.30. Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR to perform a portion of the Work, including any persons, firms or corporations having a direct contract with any Subcontractor at any tier, and including their employees.

1.31. Substantial Completion: That date, as certified in writing by Consultant and as finally determined by COUNTY in its sole discretion, the Work is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the COUNTY can use or operate the Project for its intended purpose. A Final Certificate of Completion or other permit closures by the authority having jurisdiction must be issued for Substantial Completion to be achieved; however, the issuance of a Final Certificate of Completion does not determine Substantial Completion.

1.32. Surety: The entity which is bound by the performance bond and payment bond with and for CONTRACTOR in accordance with Section 255.05, Florida Statutes.

1.33. Work: The construction and services required by the Contract Documents, including 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: Intention of COUNTY

It is the intent of COUNTY to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CONTRACTOR whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and CONTRACTOR shall comply therewith unless otherwise provided in the Contract Documents. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
Article 3: Separate Contracts

3.1. COUNTY reserves the right to let other contracts in connection with or adjacent to this Project. CONTRACTOR shall afford other contractors reasonable access to the site for the execution of their work. CONTRACTOR shall conduct its work so as not to interfere with or hinder the progress of completion of the construction performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed by the COUNTY Representative. Coordination with other contractors shall not be grounds for excusable delay.

3.2. If any part of CONTRACTOR's Work depends upon the work of others, CONTRACTOR shall inspect and promptly report to COUNTY any defects in such Work that render it unsuitable. CONTRACTOR's failure to report defects shall constitute a waiver of those defects, except as to latent defects.

Article 4: Interpretation of the Contract

4.1. The Contract is made up solely of the Contract Documents. The Contract Documents must be read as a whole, and anything in one such document must be read as included in all other documents, unless the context requires otherwise.

4.2. Where there is a conflict between any provision in the Contract Documents and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

Article 5: Contract Time

5.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the COUNTY and two or more Notices to Proceed issued by the COUNTY. The First Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to COUNTY of all required documents and after execution of the Contract by both parties.

5.2. First Notice to Proceed.

5.2.1. Preconstruction Work shall be commenced within ten (10) calendar days after the issuance of the First Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, COUNTY may assess Liquidated Damages. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.2.2. After issuance of the First Notice to Proceed, and before the COUNTY issues a Second Notice to Proceed, CONTRACTOR shall submit to COUNTY all of the following items for OWNER's approval:

5.2.2.1. A project schedule in compliance with the requirements of Division 1.
5.2.2.2. A preliminary schedule of Shop Drawing submissions;

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

5.2.2.4. Utility coordination schedule: CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation. COUNTY shall not be responsible for the nonperformance by the utility owners.

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

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

5.3. Second Notice to Proceed.

5.3.1. After the Preconstruction Meeting, CONTRACTOR may begin to perform the balance of the Work on the Project Initiation Date specified in the Second Notice to Proceed.

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

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

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

5.3.5. Failure to meet interim Milestones shall also be cause for the COUNTY to deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions.

5.4. The liquidated amounts are not penalties but are Liquidated Damages to COUNTY for costs incurred due to CONTRACTOR's untimely performance. Liquidated Damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY.
as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. By submitting a bid, CONTRACTOR acknowledges that the amounts established for Liquidated Damages for preconstruction Work, Substantial Completion, Final Completion, and any intermediate Milestones are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. CONTRACTOR waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the COUNTY as a result of CONTRACTOR’s untimely performance.

5.5. Liquidated Damages shall be deducted from monies otherwise due CONTRACTOR until Final Completion, whether or not the COUNTY terminates CONTRACTOR for cause and whether or not Surety completes the project after a default by CONTRACTOR.

5.6. CONTRACTOR, in addition to reimbursing COUNTY for Liquidated Damages for untimely performance, shall reimburse COUNTY for all costs incurred by COUNTY to repair, restore, or complete the Work. All such costs shall be deducted from the monies otherwise due CONTRACTOR for performance of Work under this Contract by means of unilateral credit Change Orders issued by COUNTY.

Article 6: Contract Documents

6.1. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions.

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

6.3. CONTRACTOR shall be furnished, free of charge, the number of copies of the Contract Documents established in Division 1, two (2) of which shall be preserved and always kept accessible to Consultant and Consultant’s authorized representatives on the Project site. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

6.4. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings and other Contract Documents. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to COUNTY 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 COUNTY.

6.5. This Contract incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings, and there are no commitments, agreements or understandings that are not contained in this Contract. This Contract is the entire agreement between the parties, and no deviation from the
terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Article 7: CONTRACTOR to Check Plans, Specifications, and Data**

CONTRACTOR shall inspect conditions under which Work is to be performed and verify all dimensions, quantities and details shown on the plans, specifications or other data received from COUNTY, and shall notify COUNTY of all errors, omissions and discrepancies found therein prior to the COUNTY’s issuance of the Second Notice to Proceed. Failure to notify County of reasonably identifiable errors, omissions, or discrepancies prior to issuance of the Second Notice to Proceed shall preclude Claims for Compensable Excusable Delay associated with such items. The Contract Base Amount shall be deemed to include the most expensive or comprehensive material or system so as to deliver a complete and functional facility.

**Article 8: Prosecution of the Work**

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

8.2. CONTRACTOR shall be responsible for coordination of Work. All architectural, civil, structural, mechanical, electrical and other subcontractors shall be responsible for coordination of their portions of the Work with CONTRACTOR and with each affected trade.

**Article 9: Supervision**

9.1. CONTRACTOR shall employ on the Project during its progress a full-time competent English speaking superintendent satisfactory to COUNTY. The superintendent shall not be changed except with the written consent of COUNTY, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ.

9.2. CONTRACTOR shall supervise the Work, using best practices and industry standards. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.3. If CONTRACTOR finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, CONTRACTOR shall immediately inform COUNTY, in writing.

**Article 10: Labor and Materials**

10.1. Unless otherwise provided in the Contract Documents, 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.

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

Article 11: Temporary Offsite Facilities

CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to COUNTY, any additional land or facilities that may be required for temporary construction facilities, or for storage of materials.

Article 12: Maintenance of Traffic

CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with pedestrian, vehicular, marine or air traffic without the written consent of the proper authorities.

Article 13: Location and Damage to Existing Utilities

13.1. COUNTY does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the Drawings or encountered in the Work. CONTRACTOR shall identify and locate all underground and overhead utility lines, facilities, structures, or equipment affecting or affected by the Project. Any inaccuracy or omission in such information will not relieve the CONTRACTOR of its responsibility to protect such existing features.

13.2. The CONTRACTOR shall notify each utility, facility, structure, or equipment company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility, facility, structure, or equipment which may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid by the CONTRACTOR. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling.

13.3. The CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the CONTRACTOR for any loss of time or delay caused by private utility owners.

13.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. Should the CONTRACTOR damage or interrupt the operation of a utility service or facility, CONTRACTOR shall immediately notify the proper utility service or facility owner and the COUNTY Representative. CONTRACTOR shall take all reasonable measures to prevent further damage or interruption of service.
13.5. The CONTRACTOR shall immediately repair all utilities, cables and other facilities that are damaged by its workers, equipment, or Work at its own expense with appropriate new material by skilled workers. Prior approval of the appropriate utility service and/or facility owner shall be obtained from the COUNTY Representative for the materials, workers, time of day or night, method of repairs, and any temporary or permanent repairs the CONTRACTOR may propose to any cables or utility service damaged by the CONTRACTOR during the course of the Work. The COUNTY may remedy such damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. The CONTRACTOR, in such events, shall cooperate with the utility service or facility owner and the COUNTY Representative continuously until such damage has been repaired and service restored to the satisfaction of the utility service or facility.

**Article 14: Safety and Protection**

14.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

14.2. CONTRACTOR shall protect the Work against all loss or damage sustained until Beneficial Occupancy by COUNTY or Substantial Completion, whichever comes first, and shall promptly repair any damage.

14.3. The CONTRACTOR shall not be responsible for normal wear resulting from the COUNTY's use of the Work after Beneficial Occupancy or Substantial Completion. However, any defect in the Work not attributable to normal wear resulting from the COUNTY’s use shall be repaired by the CONTRACTOR at no additional cost to the COUNTY.

14.4. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to herein, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

14.5. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of unsafe activities or practices which may lead to accidents.

14.6. In the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the COUNTY may undertake, at the CONTRACTOR's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the CONTRACTOR not being in accordance with the requirements of this Contract.

**Article 15: Substitutions**

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to COUNTY in writing. No substitute will be allowed without a Change Order or CPEAM that adjusts the Contract Price or Contract Time. CONTRACTOR agrees to pay all COUNTY's expenses related to COUNTY's review of the request for substitution. Any substitution submitted
by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including COUNTY expenses for review. 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 the Contract.

15.1. Requests for substitutions of products will be considered prior to the COUNTY's issuance of the Second Notice To Proceed. Subsequent requests will only be considered upon submittal of substantiated evidence of product unavailability, or that there is some unreasonable difficulty in obtaining it.

15.2. Substitutions will not be considered when indicated on shop drawings or product data submittals without a separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of the Contract Documents.

15.3. Substitute products shall not be installed without prior written approval of COUNTY.

15.4. The COUNTY shall limit selections to products with warranties that comply with requirements of the Contract Documents.

15.5. Requests For Substitutions

15.5.1. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.

15.5.2. Identify product by Specifications section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.

15.5.3. List similar projects using product, dates of installation, and names of the owner and consultant.

15.5.4. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to Specifications section and Article numbers.

15.5.5. Substitutions will not be approved if the cost to provide and install the substitutions causes the Contract Price to be exceeded.

15.5.6. List availability of maintenance services and replacement materials.

15.5.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.6. CONTRACTOR Representations

15.6.1. Request for substitution constitutes a representation that the CONTRACTOR has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.
15.6.2. CONTRACTOR will provide the same warranty or better for substitution as for specified product.

15.6.3. CONTRACTOR will coordinate installation of approved substitute, including making such changes as may be required for Work to be complete in all respects.

15.6.4. CONTRACTOR certifies that cost data presented is complete and includes all related costs under this Contract.

15.6.5. CONTRACTOR waives claims for additional costs related to substitution, which may later become apparent.

Article 16: Shop Drawings

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

16.2. By the date specified in the First Notice to Proceed, CONTRACTOR shall submit to COUNTY a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list shall not relieve CONTRACTOR from submitting complete Shop Drawings, in accordance with the Contract Documents.

16.3. CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

16.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each copy shall show this approval.

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

16.6. COUNTY's review of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been reviewed.

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

16.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be noted.
16.9. CONTRACTOR shall submit the number of copies required by the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity.

16.10. CONTRACTOR shall keep one set of approved Shop Drawings at the job site at all times.

Article 17: Field Layout of the Work

CONTRACTOR shall maintain lines and grades in the field. CONTRACTOR shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. CONTRACTOR shall deliver these records in good order to COUNTY as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once "as-builds" are completed and accepted, no further submittals will be required.

Article 18: Project Records

All Project records are public records pursuant to Florida law. CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its Subcontractors. For each Subcontractor, the books and records and accounts shall reflect each payment to the Subcontractor and the cumulative total of the payments made to the Subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its Subcontractors which relate in any way to the Project and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its Subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours' written notice. CONTRACTOR shall protect plans, blueprints and schematics from disclosure as required by Chapter 119, Florida Statutes.
Article 19: Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without prior written approval of COUNTY.

Article 20: Subcontracts

20.1. CONTRACTOR shall have a continuing obligation to notify COUNTY of any change in Subcontractors.

20.2. Each Subcontractor must possess certificates of competency and licenses required by law.

20.3. CONTRACTOR shall not employ any Subcontractor debarred under COUNTY procedures.

20.4. CONTRACTOR shall be fully responsible for all acts or omissions of Subcontractors in connection with the Work. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and COUNTY, or any obligation on the part of COUNTY to pay any Subcontractor.

20.5. CONTRACTOR agrees to bind every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

20.6. CONTRACTOR shall perform the Work with its own organization, amounting to not less than the percent shown on in the Summary of Terms and Conditions.

20.7 Third-Party Beneficiaries: Except as otherwise expressly provided by these Contract Documents, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract.

Article 21: Progress Payments

21.1. CONTRACTOR may submit applications for payment not more frequently than monthly for Work completed. No payment will be made in advance of work being completed. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by COUNTY Representative.

21.2. Each application for payment shall include but not be limited to the following documents:

21.2.1. An updated progress schedule acceptable to COUNTY as required by the Contract Documents;

21.2.2. A Certification of Payments to Subcontractors Form accompanied by a copy of the notification sent to each Subcontractor, explaining the good cause why payment has not been made;
21.2.3. A release of claims from each Subcontractor and from CONTRACTOR relative to the Work which was the subject of previous pay applications;

21.2.4. A Consent of Surety form relative to Work which is the subject of the pending pay application;

21.2.5. A completed Statement of Wage Compliance Form;

21.2.6. A Monthly Utilization Report Form;

21.2.7. Updated as-built information for Work performed during the payment period;

21.2.8. Certified payroll records as required by the Contract Documents;

21.2.9. If this Project has been assigned a LEED category, a LEED certification status report; and If this Project has been assigned a LEED category, documentation of compliance with specifications for Work items that have been designated as intended to support the COUNTY's application for LEED certification.

21.3. Applications for Payment shall be subject to approval by COUNTY. Failure to furnish supporting evidence for amounts invoiced shall result in a reduction of the amount otherwise due to CONTRACTOR. Incomplete pay applications will not be processed.

21.4. Retainage

The COUNTY shall withhold ten percent (10%) retainage from each progress payment to the CONTRACTOR until fifty percent (50%) of the Work has been completed. Thereafter, the COUNTY shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the COUNTY after written request by CONTRACTOR. After Substantial Completion and after completion of all items on the punch list, the CONTRACTOR may submit a payment request for all remaining retainage. It shall be the COUNTY's sole determination as to whether any of the items have been completed. For items deemed not to have been completed, the COUNTY may withhold retainage up to one and one-half times the total cost to complete such items. Any interest earned on retainage shall accrue to the benefit of COUNTY.

21.5. COUNTY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

21.5.1. Defective work not remedied.

21.5.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or COUNTY because of CONTRACTOR's performance.

21.5.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for materials or labor.

21.5.4. Damage to another contractor not remedied or damage to other COUNTY property not remedied.
21.5.5. Liquidated Damages and costs incurred by COUNTY for extended construction administration.

21.5.6. Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

21.5.7. Failure to perform Contract requirements.

21.6. Stored Materials and Equipment (on site):

CONTRACTOR may store materials and equipment at the Project site only on locations designated on the plans. Payment shall be made only for installed materials.

Article 22: Changes in the Work or Terms of Contract Documents

22.1. COUNTY may increase, decrease or otherwise modify the character or quantity of the Work or Contract Time. Any extra or additional Work or time within the scope of this Project must be accomplished by means of Change Orders or CPEAMs.

22.2. No modification, amendment, revision or alteration to the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract, or pursuant to the terms herein, or as expressly authorized in the Procurement Code.

22.3. Prior to the COUNTY’s issuance of either a Change Order or a CPEAM for extra Work or time, CONTRACTOR shall disclose any ownership relationships with any Subcontractors proposed to be doing the extra Work.

22.4. COUNTY may propose a change in the Work or may ask Contractor for a price for a potential change in the Work. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

22.5. CONTRACTOR shall submit an estimate within 14 calendar days after receipt of the proposal request. CONTRACTOR shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum, CONTRACTOR shall provide data in connection with the items included in “Cost of Work” in the Article, “Value of Changed Work.”

22.6. The CONTRACTOR shall maintain its price quote for acceptance by the COUNTY for a minimum of 90 calendar days after submittal. The cost or credit to the COUNTY for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The CONTRACTOR shall not be compensated for efforts expended in preparing and submitting price quotes.
Article 23: Field Orders

The COUNTY may issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change to the Contract Base Amount or to the Contract Time.

Article 24: Allowance Accounts

24.1. Certain portions of Work which may be required to be performed by the CONTRACTOR under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)".

24.1.1. Allowance Accounts shall be used to reimburse the CONTRACTOR for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve or address oversight in design, COUNTY oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays, and dispute avoidance and resolution; and for making final adjustments to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to actual quantities installed.

24.1.2. Other Allowance Account(s) may be used as specified in the Contract Documents.

24.1.3. The values for Allowance Accounts, if any, are included in the awarded Contract Price, but are not chargeable against the Contract Price unless and until the CONTRACTOR is directed to perform work contemplated in the Allowance Account(s) by a written CPEAM(s) issued by the COUNTY.

24.1.4. CPEAMs shall require the same documented support as Change Orders.

24.2. At such time as Work is to be performed under the Allowance Account(s), the Work shall be incorporated into the Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Contract as awarded.

24.3. The CPEAM for the required Work will be issued by the COUNTY upon receipt from the CONTRACTOR of a satisfactory proposal for performance of the Work, and the acceptance thereof by the COUNTY.

24.4. COUNTY may require the CONTRACTOR to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.

24.5. The amount of an Allowance Account may be increased by a Change Order. No CPEAMs shall be issued against an Allowance Account if such CPEAMs, in the
aggregate, exceed the authorized amount of that Allowance Account, until that excess has been authorized by appropriate Change Order.

24.6. In the event that COUNTY and CONTRACTOR cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and the CONTRACTOR may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by the CONTRACTOR will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order.

24.7. At Final Acceptance, the Contract Price shall be decreased by Change Order to credit unexpended amounts under the Allowance Accounts.

Article 25: Change Orders and CPEAMs

25.1. Changes in the Contract Price shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.

25.2. Changes in the quantity or character of the Work within the scope of the Project, including all changes resulting in changes in the Contract Base Amount, or changes in the Contract Time, may be authorized by Change Orders or CPEAMs approved in advance.

25.3. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Base Amount, Contract Price or the Contract Time until a Change Order or CPEAM setting forth the adjustments is approved by the COUNTY. Upon receipt of a Change Order or CPEAM approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved.

25.4. No Change Order shall take effect until CONTRACTOR delivers a Consent of Surety increasing the Payment and Performance Bonds by the amount of the Change Order.

25.5. Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY when approved by the Board of County Commissioners.

Article 26: Value of Changed Work

26.1. The value of any changed Work covered by a Change Order or CPEAM shall be determined in one of the following ways:

26.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved. Unit prices are understood to include a component for overhead and profit.
26.1.2. By mutual acceptance of a lump sum which CONTRACTOR and COUNTY acknowledge contains a component for overhead and profit.

26.1.3. On the basis of the "Cost of Work," plus the CONTRACTOR's fee for Overhead and Profit.

26.2. Unit Price Calculation:

26.2.1. When unit prices are included in the Contract, COUNTY shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the Schedule of Prices Bid. The number of units contained in the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order or CPEAM. Unit prices shall be full compensation for all costs, including overhead and profit, associated with completion of the Unit in full conformity with the requirements as stated in the Contract Documents.

26.2.2. Unit prices shall be those described in the Contract Documents. To be compensable, units must be measured daily by the CONTRACTOR and approved in writing by the COUNTY.

26.2.3. In no event shall the CONTRACTOR be entitled to compensation greater than the aggregate amount of the unit price times the original bid quantity of Work shown in the Bid Form unless authorized by Change Order or CPEAM.

26.2.4. The CONTRACTOR shall not be entitled to any additional compensation if actual quantities of Work performed are less than the estimated quantities shown in the Bid Form.

26.2.5. All final measurements for unit price work shall be performed by the COUNTY which shall afford the CONTRACTOR an opportunity to witness or to participate in the calculation of measurements and to review all calculations relating to final measurements.

26.3. Lump Sum Calculation:

Lump sum price Change Orders or CPEAMs shall be based on the COUNTY's proposal request, CONTRACTOR's responsive estimate, and mutual agreement between the COUNTY and the CONTRACTOR. In cases where the COUNTY and the CONTRACTOR cannot mutually agree, the extra Work will be performed on a "Cost of Work" basis.

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by COUNTY, such costs shall include only the following items:
26.4.2. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order or CPEAM; payroll costs for employees not employed full time on the changed Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries or wages at straight or overtime rates plus the cost of applicable fringe benefits which shall include social security contributions, unemployment and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Employees shall not include superintendents and forepersons at the site. Overtime shall be included in the above only to the extent previously authorized by COUNTY in writing.

26.4.3. Cost of all materials and equipment furnished and incorporated in the changed Work including costs of transportation and storage. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to COUNTY.

26.4.4. The rental cost of any equipment used exclusively for the changed Work, if the equipment is not used for any other part of the Work.

26.4.5. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. COUNTY may direct CONTRACTOR to obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to COUNTY.

26.4.6. Sales and use taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

26.4.7. Royalty payments and fees for permits and licenses for changed Work when the permit or license is issued in the name of COUNTY.

26.4.8. Cost of premiums for additional bonds required because of changes in the Work, provided that no markup or fee will be paid on these costs.

26.4.9. The term "Cost of Work" shall not include Overhead and Profit or any of the following:

26.4.10. 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.

26.4.11. Costs to correct defective Work, disposal of materials or equipment wrongly supplied, and restoring any damage to property.

26.4.12. 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 changed Work.

26.4.13. Cost of materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools, which are consumed in the performance of the Work.
26.4.14. The cost of additional utilities, fuel and sanitary facilities at the site.

26.4.15. Cost of any item not expressly included in paragraph 26.4.1.

26.5. CONTRACTOR's fee for Cost of Work Overhead and Profit shall be as follows:

26.5.1. For allowed costs when the Work is performed by the CONTRACTOR's own forces, CONTRACTOR's fee shall be ten percent (10%) of the direct Cost of the Work excluding the cost of additional insurance and bonds.

26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, CONTRACTOR's fee shall be seventeen and one half percent (17.5%) of the direct Cost of the Work excluding the cost of additional insurance and bonds. This fee shall be the maximum Overhead and Profit recoverable for changed Work by the CONTRACTOR and its Subcontractors, Sub-Subcontractors and suppliers at all tiers.

26.5.3. No fee shall be payable on items included in Overhead and Profit.

26.6. CONTRACTOR must support its request for payment under this section on a form acceptable to COUNTY with an itemized cost breakdown, and supporting data documenting payments. CONTRACTOR and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities and labor. Copies of such records, maintained as follows, shall be furnished to the COUNTY daily for approval, subject to audit.

26.6.1. Labor. On a daily basis, the CONTRACTOR and its Subcontractor(s) of any tier performing the Work shall submit records of the cost of labor attributed to changed Work. The record shall include the name, classification, date, daily hours, total hours, rate and the extension for each laborer, tradesperson, and foreperson.

26.6.2. Materials and Equipment. CONTRACTOR shall maintain records on a daily basis for equipment and materials utilized in the changed Work as follows:

26.6.3. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of special machinery and equipment.

26.6.4. Quantities of materials, prices, and extensions.

26.6.5. Transportation of materials.

26.7. Each Change Order and CPEAM must state whether each item of changed Work is based upon unit price, negotiated lump sum, or "Cost of Work."

26.8. Each Change Order or CPEAM amount shall include all costs for the time associated with the changed Work, when the CONTRACTOR is entitled to Compensable Excusable Delay. No separate payment shall be made for delay or extensions to the Contract Time for changed Work, and no reservation of claims for additional time by the
CONTRACTOR shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.

Article 27: Non-Excusable And Excusable Delays

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

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

27.3. Excusable Delay. An Excusable Delay may be compensable or non-compensable. The CONTRACTOR shall be entitled to Liquidated indirect costs for Compensable Excusable Delay, in accordance with the Contract Documents.

27.4. When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time. When the Excusable Delay is caused by authorized changed Work, the cost of the changed Work and the Excusable Delay shall be included in the same Change Order or CPEAM.

27.5. Compensable Excusable Delay:

27.5.1. The Delay is caused by circumstances beyond the control of the CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors, and

27.5.2. The Delay is caused by an act or omission of the COUNTY, or of the CONSULTANT; provided however, Delays caused by permitting agencies are Non-Compensable Excusable Delays to the extent that such Delays were not caused by the CONTRACTOR; permitting Delays caused by the CONTRACTOR are Non-Excusable Delays, and

27.5.3. The Delay is not concurrent with a Non-Compensable Delay, and

27.5.4. The Delay is not the result of the performance of unit price Work, and

27.5.5. Except as provided in this Section, CONTRACTOR shall not be entitled to any damages for Delay.
27.6. Non-Compensable Excusable Delay:

27.6.1. The CONTRACTOR shall be entitled only to a time extension and no further compensation for Non-Compensable Excusable Delay.

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

27.6.3. Non-Compensable Excusable Delay may be caused jointly or concurrently by the CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors and by the COUNTY or the CONSULTANT, or

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

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

27.8. In no event shall the CONTRACTOR be excused for interim Delays which do not extend the Contract Time or Milestones.

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

Article 28: Severe Weather

28.1. During such periods of time as are designated by the United States Weather Bureau as being a tropical storm watch or warning or a hurricane watch or warning, the CONTRACTOR, at no cost to the COUNTY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the COUNTY has given notice of same.

28.2. Compliance with any specific tropical storm or hurricane watch or warning precautions will not constitute additional Work.

Article 29: Notification and Claim for Change of Contract Time or Contract Base Amount

29.1. Any request for additional time or compensation shall be made by written notice to the COUNTY within two (2) days of the commencement of the event giving rise to the request. Within fourteen (14) days of the commencement of the event, or such longer period of time as authorized by the COUNTY in writing, CONTRACTOR shall submit all documentation supporting the request for additional cost or time. If the
COUNTY and CONTRACTOR cannot resolve a request within sixty (60) days after submission, CONTRACTOR may re-submit the request as a Claim in accordance with the Contract Documents. The Claim shall include CONTRACTOR's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.2. All requests and Claims for increases to the Contract Time or Contract Base Amount shall be waived if not submitted in strict accordance with the requirements of the Contract Documents, the satisfaction of which shall be conditions precedent to entitlement.

29.3. Submission of Claims.

29.3.1. If the project has a Dispute Avoidance Panel, the CONTRACTOR must discuss the disputed issue at a Dispute Avoidance Panel meeting before the CONTRACTOR may submit a Claim. Failure to discuss a disputed matter at a Dispute Avoidance Panel meeting shall constitute a waiver of any Claim arising from that matter; and

29.3.2. Each Claim must be submitted within ninety (90) days of the submission of the request for an adjustment to the Contract Time or Contract Base Amount.

29.3.3. Each Claim must include a description of the disputed work, the amount sought by the CONTRACTOR and the number of days of Delay sought by the CONTRACTOR. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. The COUNTY shall be entitled to review additional job records to evaluate the submitted claim.

29.4. Reservation of Claim Amounts and Time.

29.4.1. The CONTRACTOR may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.4.2. If the COUNTY agrees to pay a portion of a Claim, the CONTRACTOR may reserve the remaining portion of the Claim by executing a conditional release in a CPEAM or Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.4.3. CONTRACTOR may not refuse to complete work that is the subject of a dispute or a Claim.

29.4.4. Each Change Order shall contain a release and waiver of all claims as of the date the CONTRACTOR signs the Change Order, except as specifically included in a reservation of claims within the Change Order. The reservation of Claims shall, as to each reserved individual Claim, state the amount and time sought in the Claim and identify the Scope of Work giving rise to the Claim. Any
Claim not included in the reservation of Claims is waived and abandoned; and unquantified amounts or time are also waived and abandoned.

29.4.5. If any Claims remain unresolved at Substantial Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation within the prescribed sixty (60) day period is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party’s reasonable attorneys’ fee and court costs.

Article 30: Inspection and Testing

30.1. 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.

30.2. Field instructions shall not be effective to authorize deviations from the Contract Documents.

30.3. Should the Contract Documents, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give COUNTY timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than COUNTY, at least three (3) days’ notice must be given prior to each test. Testing shall be made promptly, and, where practicable, at the source of supply. Work covered without approval of COUNTY must, if required by COUNTY, be uncovered for examination and properly restored at CONTRACTOR's expense.

30.4. COUNTY may order reexamination of any of the Work and, if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.

30.5. CONTRACTOR shall perform its own quality control testing, at its own expense.

30.6. Except when otherwise specified in the Contract Documents, the expense of all tests requested by COUNTY shall be borne by COUNTY and performed by a testing firm chosen by COUNTY. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR. COUNTY’s test results will determine compliance with the Contract Documents.

30.7. For road construction projects, the procedure for making tests required by Consultant 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 31: Defective Work and Non-Conforming Work

31.1. COUNTY shall reject defective Work. All materials and equipment furnished will be new unless otherwise specified and all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not authorized, may be considered defective.

31.2. 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 the cost of testing laboratories and personnel.

31.3. Should CONTRACTOR fail or refuse to remove or correct any defective Work in accordance with the requirements of the Contract Documents within the time indicated in writing by COUNTY, COUNTY may cause the defective Work to be removed or corrected at CONTRACTOR’s expense. Any expense incurred by COUNTY in making such removals, corrections or repairs shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. Additionally, COUNTY may terminate CONTRACTOR for cause.

31.4. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the Contract Documents, any of the Work is found to be not in accordance with the Contract Documents, CONTRACTOR, within ten (10) days after written notice from COUNTY, shall correct such defective or nonconforming Work without cost to COUNTY, or shall provide a plan acceptable to the COUNTY for the prompt correction of such defective or nonconforming Work. If CONTRACTOR fails to correct defective or nonconforming Work timely, COUNTY may charge CONTRACTOR for the cost of correction. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents.

31.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate COUNTY to Final Acceptance, or waive COUNTY’s rights with regard to latent defects.

31.6. Within 10 days after written notice from COUNTY, CONTRACTOR will correct all latent defects discovered within ten (10) years of Substantial Completion. CONTRACTOR will restore any Work disturbed in connection with the correction of defective work at no cost to the COUNTY.

31.7. The provisions of Florida Statutes Chapter 558 shall not apply to this Contract.

Article 32: Beneficial Occupancy

32.1. Beneficial Occupancy shall occur when the COUNTY in its sole discretion determines that a portion of the Work may be occupied prior to Substantial Completion.

32.2. Beneficial Occupancy shall not constitute Substantial or Final Acceptance of the Work, nor shall it relieve the CONTRACTOR of any responsibility for the correction of Work or for the performance of Work not complete at the time of Beneficial Occupancy.
32.3. Prior to Beneficial Occupancy, the CONTRACTOR shall obtain a Certificate of Occupancy or Completion from the appropriate Authority Having Jurisdiction.

32.4. Prior to the anticipated date of Beneficial Occupancy, the CONTRACTOR shall instruct COUNTY personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the portion of the Work being occupied.

32.5. After Beneficial Occupancy and as conditions of Substantial Completion, the CONTRACTOR shall deliver to the COUNTY complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guaranties, and the appropriate Certificate of Occupancy or Completion that are related to the portion of the Work being occupied.

32.6. CONTRACTOR's insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such Beneficial Occupancy.

32.7. CONTRACTOR shall be responsible to maintain all utility services to areas occupied by the COUNTY until Final Acceptance.

Article 33: Partial Substantial Completion

Partial Substantial Completion of the Work shall occur when the COUNTY determines that a portion of the Work, as defined by logical boundaries, is Substantially Complete, in accordance with the Contract Documents. COUNTY shall have the right at its sole option to designate such portions of the Work as Substantially Complete. Partial Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the CONTRACTOR of any responsibility for the correction of Work or for the performance of Work not complete at the time of Partial Substantial Completion.

Article 34: Substantial Completion

34.1. When it is determined that the Work is substantially complete in accordance with the Contract Documents, a Certificate of Substantial Completion will be issued in the form included in these Contract Documents. As a condition of Substantial Completion, all of the following shall occur:

34.1.1. The COUNTY shall develop, and the CONTRACTOR shall review, the list of items of Work to be completed or corrected by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents.

34.1.2. CONTRACTOR shall deliver all executed warranties.

34.1.3. CONTRACTOR shall deliver all as-built drawings.

34.1.4. CONTRACTOR shall deliver operation and maintenance manuals.
34.1.5. CONTRACTOR shall deliver evidence that all permits have been satisfied and closed, and that a final certificate of completion or certificate of occupancy has been issued.

34.1.6. The Project can be used for its intended purpose.

34.1.7. CONTRACTOR shall satisfy all other requirements of the Contract Documents.

34.2. After Substantial Completion is established, CONTRACTOR may invoice for retainage provided that COUNTY will retain up to 150% of the value of the items to be corrected or completed by CONTRACTOR.

Article 35: Guarantees And Warranties

35.1. Guarantees and Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided and will be for a period of one (1) year unless otherwise provided in the Contract Documents.

35.2. The CONTRACTOR will correct all defects discovered within one (1) year (or longer period if provided in the Contract Documents) of the date of Substantial Completion. CONTRACTOR will commence repairs within ten (10) days after being notified by the COUNTY of the need for the repairs and will prosecute the repairs diligently until completed.

35.3. If the CONTRACTOR fails to act within ten (10) days, the COUNTY may have the repairs performed by others at the expense of the CONTRACTOR.

35.4. Written warranties furnished to the COUNTY are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law or the Contract Documents.

35.5. The CONTRACTOR shall also furnish any special guarantee or warranty called for in the Contract Documents.

Article 36: Clean Up

CONTRACTOR shall at all times keep the Project premises free from accumulation of waste materials or rubbish. At the completion of the Project, CONTRACTOR shall remove all of its waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials. COUNTY may clean up and charge the cost to CONTRACTOR.

Article 37: Final Acceptance and Final Payment

37.1. CONTRACTOR shall notify COUNTY when the Work is ready for final inspection. COUNTY shall confirm that all punchlist items have been completed, final quantities of unit price items have been reconciled, the requisite documents have been submitted, the requirements of the Contract Documents have been fully satisfied, all credits due COUNTY are reconciled, and all conditions of the permits and regulatory agencies have been met.
37.2. Before requesting final payment, CONTRACTOR shall deliver to COUNTY: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, "FINAL LIST OF CERTIFIED (CBE or DBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS."

37.3. Final payment shall be made only after the COUNTY has reviewed and approved the Final payment package. CONTRACTOR's acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR.

Article 38: Performance Bond and Payment Bond

Within fifteen (15) calendar days of being notified of the conditional award, and prior to issuance of the First Notice to Proceed, CONTRACTOR shall furnish a Performance Bond and a Payment Bond in the form included in the Contract Documents.

38.1. Each Bond shall be maintained in the amount of one hundred percent (100%) of the Contract. Each Bond shall be increased in the amount of any change to the Contract Price.

38.2. Each Bond shall continue in effect for one (1) year after Final Completion of the Work.

38.3. Qualification of Surety for Bonds over Five Hundred Thousand Dollars ($500,000.00):

38.3.1. Each bond must be executed by a surety company in good standing with the Florida Office of Insurance Regulation and adequate rating from A.M. Best indicated in these Contract Documents, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

38.3.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.11.) Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

38.3.3. The COUNTY will accept a surety bond from a company in accordance with the requirements set forth below; provided however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the COUNTY shall review and either accept or reject the surety company based on the financial information available to the COUNTY. A surety company that is rejected by the COUNTY may be substituted by the Bidder or proposer with a surety company.
acceptable to the COUNTY, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial holder’s Size

<table>
<thead>
<tr>
<th>Amount of Bond</th>
<th>Ratings</th>
<th>Category</th>
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</thead>
<tbody>
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<td>$500,001 to $1,000,000</td>
<td>A-</td>
<td>Class I</td>
</tr>
<tr>
<td>$1,000,001 to $2,000,000</td>
<td>A-</td>
<td>Class II</td>
</tr>
<tr>
<td>$2,000,001 to $5,000,000</td>
<td>A</td>
<td>Class III</td>
</tr>
<tr>
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<td>A</td>
<td>Class IV</td>
</tr>
<tr>
<td>$10,000,001 to $25,000,000</td>
<td>A</td>
<td>Class V</td>
</tr>
<tr>
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<td>A</td>
<td>Class VI</td>
</tr>
<tr>
<td>$50,000,001 or more</td>
<td>A</td>
<td>Class VII</td>
</tr>
</tbody>
</table>

38.3.4. For projects of Five Hundred Thousand Dollars ($500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit form so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

38.3.5. More stringent requirements may be specified in Division 1.

Article 39: Indemnification

39.1. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract.

39.2. Sums otherwise 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.
Article 40: Suspension of Work

40.1. The COUNTY has the right to suspend the Work wholly, or in part, for such period or periods it may deem necessary. COUNTY shall notify the CONTRACTOR in writing that it is suspending the Work and the effective date of such suspension.

40.2. If the COUNTY suspends the Work, the CONTRACTOR shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the Work performed. The CONTRACTOR shall construct temporary structures where necessary to provide for traffic on, to, or from the Project location.

40.3. If the period of such suspension delays the Contract Time, such Delay may be considered a Compensable Excusable Delay.

Article 41: Termination

41.1. Termination for Cause by COUNTY

If CONTRACTOR breaches any provision of the Contract Documents, COUNTY may give written notice of the breach to CONTRACTOR and its Surety, allowing CONTRACTOR to cure the breach within ten (10) days. If CONTRACTOR fails to cure the breach within the ten (10) day period, COUNTY may terminate CONTRACTOR for cause and exclude CONTRACTOR from the Project site. At the end of the ten (10) day period, all materials and equipment left on the site are deemed abandoned by the CONTRACTOR. CONTRACTOR shall not be entitled to receive any further payment.

41.1.1. COUNTY may make demand on the Surety to complete the Work without further agreement (including but not limited to any takeover agreement). Alternatively, in its sole discretion, COUNTY may complete the Project, or any portion of the Project. All damages, costs, credits, 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 or Surety. In case the damages and expenses so incurred by COUNTY exceed the unpaid balance, then CONTRACTOR and Surety shall be jointly and severally liable and shall pay to COUNTY the amount of said excess. Termination for cause shall not extend the Contract Time. If a termination for cause shall be found by a court to be improper, then the termination shall be deemed to be a termination for convenience.

41.1.2. Without limiting the COUNTY's right to terminate for cause stated in this Article, COUNTY may terminate CONTRACTOR for cause upon the occurrence of any of the following:

41.1.2.1. Disqualification of CONTRACTOR as a CBE/DBE firm by the COUNTY if CONTRACTOR's status as CBE/DBE firm was a factor in the award of this Contract; or
41.1.2.2. Fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE/DBE contractual obligations.

41.1.3. Materiality and Non-Waiver of Breach: Each requirement, duty, and obligation in the Contract Documents is material. COUNTY’s failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver shall not be effective unless it is in writing and approved by the County Commission or its designee. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach.

41.2. Termination for Convenience by COUNTY

This Contract may be terminated for convenience in writing by COUNTY upon at least ten (10) days’ written notice to CONTRACTOR of intent to terminate on the date specified in the written notice, as follows:

41.2.1. CONTRACTOR shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. All expenses incurred shall be verified to the satisfaction of the COUNTY. No payment shall be made for Work not performed or for profit related to Work/services which have not been performed.

41.2.2. Upon receipt of Notice of Termination, CONTRACTOR shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to COUNTY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. In addition, CONTRACTOR 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 42: Compliance With Laws

42.1. The CONTRACTOR shall at all times observe and comply with all laws, ordinances, codes, rules, regulations, orders, and decrees of any public body having jurisdiction in performing its duties, responsibilities, and obligations related to the Contract Documents.

42.2. CONTRACTOR shall pay all applicable taxes required by law.

Article 43: Permits and Fees

43.1. CONTRACTOR shall secure all permits required for the Work and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction. CONTRACTOR shall be reimbursed only for the actual amount of fees levied, as evidenced by a paid receipt or other acceptable documentation.
Reimbursement to CONTRACTOR shall not include Overhead and Profit of CONTRACTOR.

43.2. CONTRACTOR shall 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 and Subcontractors working on the Project for whom a Certificate of Competency is required.

43.3. Impact fees levied by any authority having jurisdiction over the Work shall be paid by COUNTY. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee as evidenced by a paid receipt or other acceptable documentation issued by the authority having jurisdiction. Reimbursement to CONTRACTOR shall not include Overhead and Profit of CONTRACTOR.

43.4. CONTRACTOR shall obtain all necessary permits prior to commencing Work (unless otherwise provided by the Contract Documents), and shall maintain and comply with all permits during the progress of the Work.

Article 44: Royalties and Patents

All fees, royalties, and costs for any invention or patent that may be used in connection with the Work are included in the Contract Price.

Article 45: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any action shall be brought in a Court of appropriate jurisdiction in Broward County, Florida, and venue shall be in Broward County Florida.

45.1. CONTRACTOR AND COUNTY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT. If any party demands a jury trial in a lawsuit arising out of this agreement, that party shall pay the other party’s reasonable attorney’s fees and court costs incurred in contesting the demand.

45.2. Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Article 46: EEO and OESBD Compliance

46.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all requirements of the CBE/DBE Program, as applicable, in the award and administration of this Agreement. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.
46.2. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate.

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

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

Article 47: Notices

Whenever either party desires to give notice to the other, such notice shall be by email and must be followed by a written hard copy sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as shown in the Summary of Terms and Conditions until changed in writing in the manner provided in this Article.
SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.
SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE

1. The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Contract. CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract Price by ten percent (10%) or more, for opportunities to include or increase the participation of CBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

2. The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONTRACTOR agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in the Contract Documents, "Summary of Terms and Conditions."

CONTRACTOR may not terminate for convenience a CBE firm listed as a Subcontractor in the CONTRACTOR's bid or offer without the COUNTY's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of
CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONTRACTOR shall, with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

3. In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Contract. Upon execution of this Contract by COUNTY, CONTRACTOR shall enter into a formal contract with the CBE firms CONTRACTOR selected to fulfill the CBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.

4. CONTRACTOR shall allow County to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. County shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONTRACTOR's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Contract.

5. CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its CBE obligations.

6. In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONTRACTOR:

   6.1 The affected CBE firm shall be entitled to damages pursuant to its Contract with CONTRACTOR.

   6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONTRACTOR, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.
6.3 Nothing under this Section shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

7. Nonpayment of a CBE Subcontractor or supplier as required by this Contract shall be a material breach of this Contract and County's Contract Administrator may, at his or her option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractor, or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 7 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its CBE Subcontractor or supplier.

8. If CONTRACTOR fails to comply with the requirements of this Contract, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Contract, or under applicable law, with all such rights and remedies being cumulative.
SPECIAL PROVISION 1B: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

NOT USED
SPECIAL PROVISION 2A: PREVAILING WAGE RATES

[Retain the following paragraphs if the Project is not Federally funded or if the estimated cost of the Project is greater than $250,000. If the Project is either Federally funded or is not greater than $250,000, delete all paragraphs and insert the words NOT USED in 18 point type centered on this page.]

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

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).

2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.

3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the COUNTY Representative shall submit the question, together with its recommendation, to the COUNTY Administrator for final determination.

4. In the event it is found by the COUNTY Representative that any laborer or mechanic or apprentice employed by CONTRACTOR, or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the COUNTY Representative may (1) by written notice to CONTRACTOR terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.

5. Sections 63.1 through 63.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.

6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form 00500-4) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

8. The COUNTY Representative may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by CONTRACTOR or any Subcontractor on the work, the full amount of wages required by the Contract.

9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the COUNTY Representative may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.
SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES

NOT USED
SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

CONTRACTOR will comply with the COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the CONTRACTOR to comply shall be a material breach of the Contract, entitling the COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the CONTRACTOR until the CONTRACTOR complies; (2) termination of the Contract; (3) and suspension or debarment of the CONTRACTOR from doing business with the COUNTY.
SPECIAL PROVISION 4A: ADDITIONAL INSURANCE REQUIREMENTS – I-595 LIGHTING WORK PROJECT

Insurance Requirements for Mounting flood lights underneath I-595 for the Maintenance Bldg Construction Project

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE /</th>
<th>Limits on Liability In Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
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<tr>
<td>GENERAL LIABILITY /</td>
<td>Bodily Injury</td>
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<tr>
<td>[x] Commercial</td>
<td></td>
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<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>[x] Premises—</td>
<td>Bodily Injury and</td>
</tr>
<tr>
<td>Operations</td>
<td>Property Damage</td>
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<tr>
<td>[x] Explosion &amp;</td>
<td>$1000k</td>
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<tr>
<td>Collapse Hazard</td>
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<tr>
<td>[x] Underground</td>
<td>$2000k</td>
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<tr>
<td>Hazard</td>
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<tr>
<td>[x] Products/</td>
<td></td>
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<tr>
<td>Completed Operations</td>
<td></td>
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<tr>
<td>Hazard</td>
<td></td>
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<tr>
<td>[x] Contractual</td>
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<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>[x] Broad Form</td>
<td></td>
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<tr>
<td>Property Damage</td>
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<td>[x] Independent</td>
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<tr>
<td>Contractors</td>
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<tr>
<td>[x] Personal</td>
<td></td>
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<tr>
<td>Injury</td>
<td></td>
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<tr>
<td>AUTO LIABILITY</td>
<td>Bodily Injury (each person)</td>
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<tr>
<td>[x] Comprehensive</td>
<td></td>
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<td>Form</td>
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<td>[x] Owned</td>
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<td>[x] Hired</td>
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<tr>
<td>[x] Non-owned</td>
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<td>[x] Any Auto</td>
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<tr>
<td>POLLUTION &amp;</td>
<td>Max Ded. $</td>
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<tr>
<td>ENVIRONMENTAL</td>
<td></td>
</tr>
<tr>
<td>LIABILITY</td>
<td></td>
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<tr>
<td>[x] WORKER'S</td>
<td>[x] STATUTORY</td>
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<tr>
<td>COMPENSATION AND</td>
<td>(each accident) $500K MIN</td>
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<tr>
<td>EMPLOYER'S LIABILITY</td>
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<tr>
<td>(NOTE *)</td>
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<tr>
<td>[x] PROPERTY—</td>
<td>Max. Ded. 10K all perils except wind or flood</td>
</tr>
<tr>
<td>INSTALLATION FLOATER</td>
<td>CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE</td>
</tr>
<tr>
<td>Subject to waiver based on type and nature of project. If project greater than $500k – installation floater may be required for replacement of materials, equipment and installation. All risk, replacement value.</td>
<td>wind peril not to exceed 5% of project value.</td>
</tr>
<tr>
<td>[x]</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>If project greater than $10K – installation floater required for replacement of materials, equipment and installation. All risk, agreed value.</td>
<td></td>
</tr>
<tr>
<td>[x]</td>
<td>Max Deductible $10K</td>
</tr>
<tr>
<td>Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show: B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage is required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLRFP, and project manager.</td>
<td></td>
</tr>
<tr>
<td>NOTE 1: If the Company is exempt from Workers Compensation Coverage, please provide a letter on company letterhead or a copy of the State’s exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen &amp; Harbor Workers’ Act &amp; Jones Act.</td>
<td></td>
</tr>
</tbody>
</table>

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

Signed:

[Signature]

Name & Address of Certificate Holder

Broward County

2200 Southwest 4th Street, Suite 101

Dania Beach, FL 33312

RE: (S. Montefusco, BCAD)
SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS - OCIP

1. COUNTY Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program ("OCIP") for the Project. The OCIP will be administered by Aon Risk Services of Florida, Inc. The OCIP is more fully described in the insurance manual (the "Insurance Manual") for the Project, which is hereby incorporated into this Contract by this reference and attached hereto as Exhibit . Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The OCIP will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, Excess Liability insurance, Builder's Risk insurance, and Pollution Liability insurance as summarily described below, in connection with the performance of the Work ("OCIP Coverages").

1.1. Enrolled Parties and Their Insurance Obligations. OCIP Coverages shall cover Enrolled Parties. Enrolled Parties are: the COUNTY, the OCIP Administrator, CONTRACTOR and eligible Subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as COUNTY may designate, in its sole discretion (each party insured under the OCIP is an "Enrolled Party."). Enrolled Parties shall obtain and maintain, and shall require each of its or their Subcontractors to obtain and maintain, the insurance coverage specified in Section 1.2, below, and in the Insurance Manual.

1.2. Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following "Excluded Parties":

(a) Hazardous materials remediation, removal and/or transport companies and their consultants;

(b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;

(c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;

(d) CONTRACTOR and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and

(e) Any parties or entities excluded by COUNTY in its sole discretion, even if they are otherwise eligible.

Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 13.2, and in the Insurance Manual for all on-site and off-site operations.

SPECIAL PROVISION 4B
Construction Bid No. Z1125109C1 / Maintenance Facility For Aviation Department
Page 63 of 118
CON-2-14-2013
1.3. OCIP Insurance Policies Establish the OCIP Coverages. The OCIP Coverages and exclusions summarized in this Section 13.1 or in the Insurance Manual are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverages in this Section 13.1 or the Insurance Manual are not intended to be exhaustive, or to alter or amend any provision of the actual OCIP Coverages. In the event that any provision of this Section 13.1, or the Insurance Manual conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

1.4. Summary of OCIP Coverages. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until receipt by CONTRACTOR or its Subcontractor of any tier of written acknowledgment of such coverage from the OCIP Administrator. The OCIP shall provide only the following insurance to eligible and Enrolled Parties:

**Summary Only**

1.4.1. **Workers' Compensation insurance** at the Statutory Limit in compliance with the Workers' Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate.

This insurance is primary for all occurrences at the Project site.

1.4.2. Employer’s Liability Insurance with the following limits:

- Bodily Injury by Accident, each accident $1,000,000
- Bodily Injury by Disease, each employee $1,000,000
- Bodily Injury by Disease, policy limit $1,000,000

This insurance is primary for all occurrences at the Project site.

1.4.3. **Commercial General Liability** Insurance provided on ISO Occurrence Form, or its equivalent, with the following limits:

- Each Occurrence Limit $2,000,000
- General Aggregate Limit for all Enrolled Parties $4,000,000
- Products & Completed Operations Aggregate for all Enrolled Parties $4,000,000
Ten (10) Years Products & Completed Operations Extension

This insurance is primary for all occurrences at the Project site.

1.4.4. **Excess Liability Insurance** (over Employer's Liability & General Liability), with the following limits:

- Combined Single Limit $200,000,000
- General Annual Aggregate for all Enrolled Parties $200,000,000
- Products & Completed Operations Aggregate for all Enrolled Parties $200,000,000

1.4.5. COUNTY may obtain and maintain **Builder's Risk insurance** for the Project, providing coverage for all risks of direct physical loss or damage including flood, earthquake, and named windstorm, as more fully described in the original policy wording. CONTRACTOR, and all subcontractors of every tier performing a portion of the Work on the Project shall be additional insureds under the Builder's Risk insurance, as their respective interests appear. The Builder's Risk insurance will provide for property in the course of construction, including offsite storage, transit, buildings, structures, fixtures, materials, foundations, machinery and equipment, cold testing, and damage to existing property business interruption at the Ft. Lauderdale Hollywood International Airport and Port Everglades, all as more fully described in the original policy wording. The Builder's Risk insurance will provide minimum limits of liability of $50,000,000 for physical damage and loss per project, subject to additional sub-limits as set forth in the original policy wording. CONTRACTOR shall be responsible for all deductibles under the Builder's Risk insurance up to $25,000 per occurrence.

1.4.6. **CONTRACTOR's Pollution Liability ("CPL") insurance**, providing coverage for claims for bodily injury, property damage, clean-up costs, and related legal defense expense for pollution conditions that result from, or are disrupted by, the services rendered in performance of the contract by or on behalf of CONTRACTOR or any Subcontractor. Coverage will include, clean-up costs, extensions for transportation and disposal, will include full severability of interests, and will not be restricted by any time element limitations, mold, asbestos, or lead based paint exclusions. Coverage will apply to pollution conditions on, at, under, or migrating from the Project site. The CPL insurance shall have the following limits:

- Each Loss $200,000,000
- Aggregate $200,000,000
CONTRACTOR shall be responsible for all deductibles under the Contractor's Pollution Liability ("CPL") insurance, up to $50,000.

1.5. COUNTY's Obligations. COUNTY shall pay the costs of premiums for the OCIP Coverages. COUNTY will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR hereby assigns to COUNTY the right to receive all such adjustments, and shall require each of its Subcontractors of every tier to assign to COUNTY the right to receive all such adjustments. COUNTY assumes no obligation to provide insurance other than that specified in this Section 13.1, and in the OCIP insurance policies. COUNTY'S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, CONTRACTOR or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which CONTRACTOR or any of its Subcontractors have to COUNTY thereunder. COUNTY reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.

1.6. CONTRACTOR'S OCIP Obligations. CONTRACTOR shall:

1.6.1. Incorporate the terms of Section 13.1 of this Contract, concerning the OCIP, into all subcontract agreements.

1.6.2. Enroll in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the OCIP for the duration of the Contract, and assure that each of CONTRACTOR'S eligible Subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Project site.

1.6.3. Comply with all of the administrative, safety, insurance, and other requirements outlined in this Section 13.1, the Insurance Manual, the OCIP Safety and Loss Prevention Manual which is attached hereto as Exhibit the OCIP insurance policies, or elsewhere in the Contract Documents.

1.6.4. Provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Section 13.1, and the Contract Documents. The failure of (a) COUNTY to include the Insurance Manual in the bid documents or (b) CONTRACTOR to provide to each of its eligible Subcontractors of every tier a copy of the same shall not relieve CONTRACTOR or any of its Subcontractors from any of the obligations contained therein.
1.6.5. Acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that COUNTY and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer"), that neither COUNTY nor the OCIP Administrator are responsible for any claims or disputes between or among CONTRACTOR, its Subcontractors of any tier, and any OCIP Insurer(s), and that neither COUNTY nor OCIP Administrator guaranties the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that CONTRACTOR or its Subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations, shall be CONTRACTOR'S or its Subcontractors' sole responsibility and expense, and shall not be billed to COUNTY.

1.6.6. Exclude the Cost of OCIP Coverages from CONTRACTOR'S bid or proposal, and ensure that each Subcontractor of every tier excludes the Cost of OCIP Coverages from their respective bids or proposals. The "Costs of OCIP Coverages" is defined as the amount of CONTRACTOR'S and its Subcontractors' reduction in insurance costs due to eligibility for OCIP Coverages which includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk. CONTRACTOR must deduct the Cost of OCIP Coverages for all Subcontractors in addition to their own Cost of OCIP Coverages. Change orders must also be priced to exclude the Cost of OCIP Coverages.

1.6.7. Cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in the administration of the OCIP.

1.6.8. Provide, within five (5) days of COUNTY's or the OCIP Administrator's request, all documents or information requested of CONTRACTOR or its Subcontractors relating to eligibility for, enrollment in, or administration of the OCIP. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, including auditable records of the calculation of the bid or Contract Price or any subcontract amount, pricing for each cost included in the bid or Contract Price or any subcontract amount, or such other data or information as COUNTY, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify that the Costs of OCIP Coverages were not included in the Contract Price or any subcontract amount, or as required by the Insurance Manual.
such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.

1.6.9. Comply, and require all of its Subcontractors to comply with OCIP Administrator's instructions for electronically enrolling in the OCIP using "Aon Wrap" and for electronically reporting payroll using "AonWrap." If a CONTRACTOR or Subcontractor cannot provide payroll information electronically, they may provide it to the OCIP Administrator.

1.6.10. Pay to COUNTY a sum of up to $5,000 for each occurrence under the OCIP's Commercial General Liability Policy, including court costs, attorneys' fees and costs of defense for bodily injury or property damage to the extent losses are attributable to CONTRACTOR'S Work, acts, or omissions, the Work, acts, or omissions of any of CONTRACTOR'S Subcontractors, or the Work, acts or omissions of any other entity or party for whom CONTRACTOR or its Subcontractor may be responsible ("General Liability Obligation").

2. Additional Insurance Required From Enrolled Parties and Excluded Parties. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverages specified in this Section 13.2 in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section 13.2, except the Workers' Compensation policy, shall name COUNTY, Consultant, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as COUNTY may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance coverage to COUNTY or the OCIP Administrator as required by the Insurance Manual. Enrolled Parties are to provide evidence of Worker's Compensation, Employer's Liability, General Liability, and Excess Liability insurance, as set out below, for off-site activities, and evidence of Automobile Liability insurance for all activities, both on-site and off-site. Excluded Parties must provide evidence of all insurance set out below for both on-site and off-site activities.

2.1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, with a $5,000,000 policy limit for vehicles traveling airside at the COUNTY's Airport.

2.2. Workers' Compensation insurance at the Statutory Limit in compliance with the Workers Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate, and Employer's Liability insurance with limits of not less than $1,000,000 each accident, $1,000,000 each employee, and with a $1,000,000 policy limit.
2.3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The limits shall be:

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<tr>
<th>Included/Excluded</th>
<th>$1,000,000/$2,000,000</th>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000/$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000/$2,000,000</td>
</tr>
</tbody>
</table>

Ten (10) Years Products/Completed Operations Extension

2.4. If required by COUNTY, Aviation and/or Watercraft Liability Insurance, in form and with limits of liability and from an insurer reasonably satisfactory to the COUNTY.

2.5. Contractor's Pollution Liability insurance for Excluded Parties, with the following limits:

| Combined Single Limit per Occurrence | $2,000,000 |
| General Annual Aggregate            | $2,000,000 |

If transporting hazardous waste/materials from the Project site, an appropriate MCS-90 Endorsement must be attached and supplied to COUNTY on a primary basis with $5,000,000 limits of liability.

2.6. Installation Floater coverage for the installation of machinery and/or equipment into an existing structure, on an "All Risk" coverage form including installation and transit for one hundred percent (100%) percent of the "installed replacement cost value," covering COUNTY as a named insured, with a deductible of not more than Ten Thousand Dollars ($10,000.00) each claim.

2.6.1. Cessation of Insurance. Installation Floater coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by Broward County.

2.6.2. Flood Insurance. When the machinery or equipment covered under the Installation Floater is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

2.7. For all policies provided under this Section 13.2, if the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
2.8. For all policies provided under this Section 13.2, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.

2.9. CONTRACTOR shall furnish to the COUNTY, or the OCIP Administrator, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract, in the form attached hereto as Exhibit __. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in a standard Acord form 25-S. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

2.10. Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

2.11. COUNTY and Consultant are to be expressly included as an Additional Insured in the name of Broward County Board of County Commissioners with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and CONSULTANT as an additional insured.

CONTRACTOR'S failure to procure or maintain the insurance required by this section and to ensure that all of its Subcontractors of every tier maintain the required insurance during the entire term of their respective contracts shall constitute a material breach of this Contract pursuant to which COUNTY may immediately suspend or terminate this Contract, or, at its discretion, procure or renew such insurance to protect COUNTY's interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from CONTRACTOR.


3.1. Representations and Warranties. CONTRACTOR represents and warrants to COUNTY, and shall require its Subcontractors of every tier represent and warrant to COUNTY that:

3.1.1. All information they submit to COUNTY, or to the OCIP Administrator, shall be accurate and complete.
3.1.2. They have had the opportunity to read and analyze copies of the OCIP insurance policies that are on file in COUNTY's office, and they understand the OCIP Coverages. Any reference or summary in the Contract, this Section, the Insurance Manual, or elsewhere in any other Contract Document as to amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. CONTRACTOR and its Subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss.

3.1.3. The Costs of OCIP Coverages were not included in CONTRACTOR'S bid or proposal for the Work, the Contract Price, and will not be included in any change order or any request for payment for the Work or extra work.

3.1.4. CONTRACTOR acknowledges that COUNTY shall not pay or compensate CONTRACTOR or any Subcontractor of any tier, in any manner, for the Costs of OCIP Coverages.

3.2. Audits. CONTRACTOR agrees that OWNER, the OCIP Administrator, and/or any OCIP Insurer may audit CONTRACTOR'S or any of its Subcontractors' payroll records, books and records, insurance coverages, insurance cost information, bid estimates, or pricing for any cost in the Contract Price or any subcontracted Work, or any information that CONTRACTOR provides to COUNTY, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy, and to ensure that the costs of OCIP Coverages are not included in any payment for the Work.

3.3. COUNTY's Election to Modify or Discontinue the OCIP. COUNTY may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that CONTRACTOR or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice CONTRACTOR and/or one or more of its Subcontractors, as specified by COUNTY in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by COUNTY) of the OCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to COUNTY'S approval. The cost of the replacement coverage shall be at COUNTY'S expense, but only to the extent of the applicable costs of OCIP Coverages.

3.4. Withholding Payments. COUNTY may withhold from any payment owed or owing to CONTRACTOR or its Subcontractors of any tier the costs of OCIP Coverages if they are included in a request for payment. In the event a COUNTY audit of CONTRACTOR'S records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by CONTRACTOR to COUNTY, or to the OCIP Administrator, or reveals the inclusion of the cost of OCIP Coverages in any payment for the Work, COUNTY shall have the right to full deduction from the
Contract Price of all such costs of OCIP Coverages and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the CONTRACTOR or its Subcontractors fail to timely comply with any provisions of this Contract concerning the OCIP, COUNTY may withhold any payments due to CONTRACTOR and/or its Subcontractors of any tier until such time as they have complied. Such withholding by COUNTY shall not be deemed to be a default under the Contract Documents.

3.5. Waiver of Subrogation. Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against COUNTY, the OCIP Administrator, their officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of COUNTY in connection with the planning, development and construction of the Project. COUNTY also requires that all CONTRACTOR maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against CONTRACTOR, COUNTY, the OCIP Administrator, and their officers, agents, or employees. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

3.6. Duty of Care. Nothing contained in this Section, or the Insurance Manual shall relieve the CONTRACTOR or any of its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract Documents.

3.7. Conflicts. In the event of a conflict, the provisions of the OCIP insurance policies shall govern, then the provisions of the Contract and its other related Contact Documents, then the provisions of the Insurance Manual.
SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)

NOT USED
SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

PROJECT LEED REQUIREMENTS

1.01 LEED CONSTRUCTION CREDITS

A. COUNTY incorporates green building practices into the planning, design, construction, management, renovation, maintenance and decommissioning of buildings owned, financed, and/or operated by the COUNTY in accordance with LEED green building certification system developed by the U.S. Green Building Council (USGBC). The Project is intended to be LEED certified. The CONTRACTOR shall earn 64 LEED construction credit points for this project. The CONTRACTOR shall submit a plan within fifteen (15) days of the First Notice to Proceed showing how it intends to earn these LEED construction credit points. Areas that the CONTRACTOR can earn LEED construction credit points to satisfy this requirement include:

<table>
<thead>
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<tr>
<td>SSp1   Construction Activity Pollution Prevention</td>
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<td>SSc4.3 Alternative Transportation – Low-Emitting &amp; Fuel-Efficient Vehicles</td>
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<td>Materials and Resources</td>
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<td>MRc4 Recycled Content</td>
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<td>MRc5 Regional Materials</td>
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<td>MRc7 Certified Wood</td>
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<tr>
<td>EQc3.1 Construction IAQ Management Plan - During Construction</td>
<td>1</td>
</tr>
<tr>
<td>EQc3.2 Construction IAQ Management Plan – Before Occupancy</td>
<td>1</td>
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<tr>
<td>EQc4.1 Low-Emitting Materials - Adhesives and Sealants</td>
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<tr>
<td>EQc4.2 Low-Emitting Materials - Paints and Coatings</td>
<td>1</td>
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<tr>
<td>EQc4.3 Low-Emitting Materials - Flooring Systems</td>
<td>1</td>
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<tr>
<td>EQc4.4 Low-Emitting Materials – Composite Wood and Agrifiber Products</td>
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**Innovation and Design Process/Regional Priority**

| IDc1.4 Exemplary Performance – MRc2 95% | 1      |
| RPc1 Regional Priority – MRc5          | 1      |

B. The COUNTY will review the CONTRACTOR’s plan to assure that the plan can satisfy the USGB requirements (including documentation submittals) for achieving the number of LEED construction credit points. The COUNTY will notify the CONTRACTOR as to whether the plan meets the USGB requirements. If the COUNTY, in its sole judgment,
determines that the plan will not meet the USGB requirements, the CONTRACTOR shall revise and resubmit the plan. For each time the plan must be resubmitted, the CONTRACTOR shall be charged for the cost of the CONSULTANT’s time to review resubmitted plans. The COUNTY’s determination is final and binding upon the CONTRACTOR.

C. Notwithstanding the COUNTY’s determination that the CONTRACTOR’s plan can meet USGB requirements, the COUNTY does not warrant that the USGB will deem any or all of the LEED construction credit points as achieved. The CONSULTANT and the COUNTY shall not be held liable or otherwise responsible in any manner for the denial of LEED construction credit points by the USGB.

D. Until such time as the CONTRACTOR submits a plan that the COUNTY determines will meet USGB requirements to earn LEED construction credit points sufficient to meet the number of points specified in paragraphs above, an additional five percent (5%) will be withheld from the first Application for Payment and any subsequent Application for Payment until such time a plan is submitted and deemed sufficient by the COUNTY. Such additional withholding will not be released until such time as a plan has been deemed sufficient by the COUNTY. CONTRACTOR shall not pass this additional withholding through to any subcontractors whose Work is included in the Application for Payment, i.e., subcontractors shall be paid in full in accordance with the payment provisions of the General Conditions.

1.02 LEED CREDIT DOCUMENTATION REQUIREMENTS

A. COUNTY incorporates green building practices into the planning, design, construction, management, renovation, maintenance and decommissioning of buildings owned, financed, and/or operated by the COUNTY in accordance with LEED green building certification system developed by the U.S. Green Building Council (USGBC). The Project is intended to be LEED certified. The CONTRACTOR shall earn 64 LEED construction credit points for this project. The CONTRACTOR shall submit a plan within fifteen (15) days of the First Notice to Proceed showing how it intends to earn these LEED construction credit points. Areas that the CONTRACTOR can earn LEED construction credit points to satisfy this requirement include:

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1.03 DOCUMENTATION REQUIREMENTS RELATED TO EACH APPLICATION FOR PAYMENT

A. With each Application for Payment, CONTRACTOR shall submit all applicable LEED credit documentation associated with the Work for which pay is being requested. Should the CONTRACTOR request pay for LEED credit Work, but the associated documentation has not been submitted, no payment for that specific Work will be made by the COUNTY until the required documentation has been submitted. All remaining undisputed items within the Application for Payment will be paid by COUNTY.

B. At Substantial Completion, COUNTY shall deduct from the Contract Base Amount, as actual damages for deficient Work, the amounts previously withheld for those specific portions of the Work lacking LEED credit documentation. These damages shall be in addition to any amounts that may be retained by COUNTY as Liquidated Damages.
SPECIAL PROVISION 7A: DISPUTE AVOIDANCE PANEL

1. Purpose. The purpose of this dispute avoidance process is primarily to assist in the prevention of disputes between the COUNTY and CONTRACTOR and the mitigation of impacts to the Project, and secondarily to assist in the resolution of disputes and claims between the CONTRACTOR and COUNTY arising out of the Contract Documents. The intent of the establishment of the DISPUTE AVOIDANCE PANEL ("PANEL") is to facilitate contemporaneous agreement as to the resolution of events occurring during the progress of the work, and if agreement cannot be quickly reached, then to fairly and impartially consider disputes placed before it and to provide verbal or written recommendations for resolution of these disputes to both the COUNTY and the CONTRACTOR. All decisions of the PANEL are non-binding on the parties. Submission of a disputed matter to the PANEL for its written recommendation is an absolute condition precedent to filing suit or a demand for arbitration with regard to the matter.

2. Panel Scope

2.1 Operations: The PANEL will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The COUNTY and CONTRACTOR will keep the PANEL informed of construction activity and progress of the work by submitting to the PANEL monthly written progress reports and other relevant data. Selected project records including, but not limited to, schedule updates, requests for information, requests for work orders, and requests for change orders, will be furnished to the PANEL at the same time as they are initially furnished to the other parties engaged on the projects. The PANEL will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the COUNTY and CONTRACTOR.

2.2 Membership of the PANEL: The PANEL shall consist of three neutral members who shall not have been previously employed in any capacity for either party; provided however, that prior services as a dispute panel member shall not automatically disqualify a potential member. One member shall be nominated by CONTRACTOR and one member shall be nominated by COUNTY. Unless reasonably objected to by the other party, the nominees shall be appointed to the PANEL. The third member, who shall serve as Chair, shall be selected by agreement of the parties or, if the parties are unable to reach agreement within 15 days after the award of the Contract and prior to the effective date of the Notice to Proceed, by the two party-appointed members. Unless the parties agree otherwise, each PANEL member shall have significant construction experience, with the Chair being a lawyer and the other two members not being lawyers.

The members of the PANEL shall be selected no later than 15 days after the award of Contract and prior to the effective date of the Notice to Proceed. Claims by either party arising out of events occurring prior to the selection of the PANEL are waived and released.
2.3 Meetings' confidentiality: The first meeting of the PANEL shall occur within 21 days of the effective date of the Notice to Proceed. Subsequent meetings will be regularly held on site as set forth in Frequency of Meetings below. Statements made in regular meetings of the PANEL will be confidential and inadmissible to the same degree as proceedings in a mediation under Florida law. Each meeting will consist of an informal round table discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives of the COUNTY and CONTRACTOR. The round table discussions shall include presentations from the COUNTY and CONTRACTOR to the PANEL that address the following items: construction work accomplished since the last meeting, current status of the work the current and future schedule, payment status, potential future problems that may come before the PANEL, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. It is contemplated that other project participants will be invited to attend regular PANEL meetings, including the project designer and major subcontractors of the CONTRACTOR. In addition to round table discussions, agendas for regular meetings of the PANEL may include the following:

2.3.1 Presentations by representatives of the parties with respect to any issues that have arisen or have been properly presented to the PANEL through the below stated Request for Hearing process. Issues that were not submitted to the PANEL pursuant to the procedures delineated herein shall not be presented to the PANEL for consideration without the agreement of both parties.

2.3.2 Rebuttals, if requested, by representatives of the parties with respect to presentations made by the representatives of the other party.

2.3.3 Set a tentative date for next meeting.

3. Frequency of Meetings: In order for the PANEL to become familiar with the project circumstances, it will begin to meet at least once per month. If conditions warrant, the Chair, in consultation with other PANEL members, the CONTRACTOR and the COUNTY, may reduce/increase the time between meetings to better serve the parties. Factors to be considered when setting the time between meetings include work progress, occurrence of unusual events and the number and complexity of ongoing or potential disputes.

4. Procedure for scheduling disputed matters before the PANEL: The parties should attempt to resolve potential disputes without resorting to use of the PANEL. However, in the event that a resolution is unlikely, the following procedures must be followed:

4.1 Before referring a matter to the PANEL for a hearing, a party that desires to initiate a PANEL hearing must first submit a letter titled Notice of Disagreement to his/her counterpart from the other party describing the issue that has arisen. The party receiving the notice shall have 7 days from receipt of the letter to submit a response. If, after 14 days from the initial receipt of the Notice of Disagreement, the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the PANEL and the matter will be scheduled before the PANEL. The written Request shall contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No

SPECIAL PROVISION 7A
Construction Bid No. Z1125109C1 / Maintenance Facility For Aviation Department
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Request may be filed with the PANEL without first having complied with the Notice of Disagreement requirements of this section.

4.2 Upon receipt of a Request for a Hearing, the Chair will schedule the matter for Hearing at a location in Broward County, Florida, within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary. The parties may request an informal verbal PANEL recommendation, or the parties may request a formal written recommendation from the PANEL.

4.3 The parties shall provide to the PANEL position papers with appropriate supporting documentation no later than 14 days before the commencement of the Hearing. The parties shall provide rebuttal papers, if any, no later than 5 days before the Hearing.

4.4 The party submitting the Request shall be responsible to provide the PANEL with 3 copies of each document submitted with the Request, one for each PANEL member. The party furnishing any written evidence or documentation to the PANEL shall also furnish copies of such information to the other party concurrently when furnishing the documents to the PANEL. The PANEL may request that additional written documentation and explanations from both parties be sent to each member and to the other party for study before the hearing begins.

4.5 Both parties will be afforded an opportunity to be heard by the PANEL and to offer evidence. The PANEL members may ask questions, request clarification, or ask for additional data. In large or complex disputes, additional hearing days may be necessary in order to consider and fully understand all the evidence presented by both parties.

4.6 Attorneys are generally discouraged from attending the PANEL meetings, but are allowed to participate in the Hearings on the following limited basis. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing, or make or argue legal motions.

4.7 All of the PANEL's written recommendations for resolution of disputes will be given to the COUNTY and the CONTRACTOR within 10 days of completing the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the PANEL to formulate its recommendations. The PANEL's initial 10-day written recommendation will address contractual entitlement and the number of days of extension of milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10-day written recommendation to resolve the issue. The parties may agree to mediate the resolution during this 7-day period. If the parties cannot agree on the resolution of the 10-day recommendation during this 7-day period, the PANEL shall issue a written recommendation addressing monetary damages no later than 24 days from completion of the Hearing.
4.8 No provisions associated with the Panel shall in any way abrogate the CONTRACTOR'S responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

4.9 In the event that the COUNTY is not in agreement with a decision or recommendation of the PANEL, the COUNTY may elect to issue a Work Order or Change Order, with an appropriate reservation of its rights.

4.10 Although the PANEL's recommendations are non-binding, all records and written recommendations of the PANEL will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.

4.11 By agreement of the parties and the PANEL, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

5. Neutrality of PANEL members: All PANEL members shall act impartially and independently when performing their functions as PANEL members including in the consideration of any Contract provisions and the facts and conditions surrounding any written Request to the PANEL by the COUNTY or the CONTRACTOR. Ex parte communications between a PANEL member and any party are strictly prohibited. PANEL members shall not discuss or communicate with any party without the other party being present. Seeking any PANEL member's advice or consultation is expressly prohibited, unless it is done in the open at a PANEL meeting and in the presence of the other party.

6. Records of Meetings: While the PANEL may take notes or keep other records during the consideration of a Notice of Disagreement, it is not necessary for the PANEL to keep a formal record. If possible, it is desirable to keep the hearings completely informal. However, records of the formal Hearings in regards to Notices of Disagreements will be transcribed by a court reporter if requested by one party. The party requesting the court reporter shall be responsible for any costs. Audio and/or video recording of the meeting is prohibited without prior written agreement by the PANEL and the parties.

7. Recommendations of the PANEL: All written recommendations of the PANEL shall be executed by all PANEL members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute. This provision shall not prevent the PANEL from issuing informal verbal recommendations.

8. Reconsiderations: Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the PANEL.

9. Construction Site Visits: The PANEL members shall visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the COUNTY, the CONTRACTOR, and the PANEL.

10. Coordination and Logistics: The COUNTY, in cooperation with the CONTRACTOR, will coordinate the operations of the PANEL.
11. Time for Beginning and Completion: The PANEL is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Program are heard or Final Acceptance of the Program, whichever is later.

12. Payment. The maximum not to exceed daily fee to be paid to each PANEL member shall be One Thousand Five Hundred Dollars ($1,500.00) and travel costs in accordance with COUNTY procedures and Florida law.

12.1 Regular Meetings. The amounts paid to the Chair of the PANEL and the other PANEL members for their services, including travel costs, shall be paid from an Allowance Account established within the Contract for that purpose. The CONTRACTOR shall submit a request to the COUNTY for payment of all expenses incurred, without markup or bond. COUNTY shall process and pay CONTRACTOR for PANEL expenses as part of regular project periodic pay requests, and the CONTRACTOR shall be responsible to promptly pay the PANEL members with no withholding or deductions.

12.2 Payment - Hearings. In the event a party files a Request for a Hearing, the requesting party shall be responsible for 100% of the expenses and fees incurred by the PANEL members in connection with the Hearing.

12.3 Payment - Non-hearing. In addition, PANEL members shall be compensated for a maximum of 4 hours per month of time spent reviewing project records outside of meeting or hearing days; provided however, that this limitation shall not apply to the review of records in connection with the PANEL’s consideration of a dispute which is the subject of a Hearing.

13. Costs and Accounting Records. The PANEL members shall keep available the cost records and accounts pertaining of all of the work by the PANEL for inspection by representatives of the COUNTY or the CONTRACTOR for a period of three years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records in completed.

14. Termination of Panel. Upon formal written amendment to this Contract, this dispute resolution process may be terminated.

15. Termination or Withdrawal/Replacement of Panel Members.

15.1 PANEL members may withdraw from the PANEL by providing four weeks written notice to the other PANEL members and the COUNTY.

15.2 Should the need arise to appoint a replacement PANEL member, the replacement PANEL member shall be selected as was the departing PANEL member. The selection of a replacement PANEL member shall begin promptly upon notification of the necessity for a replacement.

15.3 The Chair of the PANEL may be terminated without cause by agreement of the parties. Each party may change its appointed PANEL member on one occasion.
during the life of the Contract on a without cause basis.

15.4 PANEL members may be terminated for cause by any of the parties. The party desiring to terminate a PANEL member for cause will notify the other party and the other PANEL members and shall provide an explanation for the requested termination. If the other party does not agree that cause exists, the remaining PANEL members shall convene and decide whether cause exists and such decision shall be effectuated.

16. Independent Contractor. Each PANEL member, in the performance of his or her duties on the PANEL, shall act in the capacity of an independent agent and not as an employee of either the COUNTY or the CONTRACTOR. Each PANEL member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

17. Public Records. Each PANEL member, CONTRACTOR, and the COUNTY shall allow public access to all documents, papers, letters, and other material made or received by the parties that are related to this PANEL and the activities of this PANEL, subject to the provisions of Chapter 119, Florida Statutes. However, upon receipt of any such public records request, the parties hereto shall immediately notify the COUNTY and obtain prior written consent from the COUNTY before releasing such records. Plans, schematics, security plans and other project elements may not be released unless the recipient executes an appropriate confidentiality agreement.

18. Statute Of Limitations. None of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

19. No Bonus. PANEL members shall not be paid nor will they receive or accept any Commission, percentage, bonus, or consideration of any nature, other than the payment provided for in this Section, for their performance and services.

20. No Conflict. The members of the PANEL shall affirm that at no time, while performing their duties under this section, shall they have any direct or indirect ownership or financial interest in or be employed in any capacity by the COUNTY, the CONTRACTOR, any Consultant or Consultant organization working on the Project, any Subconsultant or supplier of the project, or any other PANEL member. The members of the PANEL shall affirm and agree that, except for services as a PANEL member on other COUNTY or CONTRACTOR projects, that they have not been an employee, Subcontractor, or Consultant to the COUNTY, CONTRACTOR, any Consultant or Consultant organization working on the Project, any Subconsultant or supplier of the Project, or of another PANEL member, and that during the term of this Contract they shall not become so involved. The members of the PANEL, the COUNTY, and the CONTRACTOR agree that during the life of the Contract, no discussion or agreement will be made between any PANEL member and any party to this Contract for employment after the Contract is completed.

21. Interpretation. Nothing herein shall in any way limit the rights of the COUNTY to issue Work Authorizations or Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Contract. Nor shall any of the provisions herein limit the remedies or obligations of the CONTRACTOR pursuant to
Contract, except that submission of a disputed matter to the PANEL for a written recommendation as to resolution shall be a condition precedent to pursuit of any claim in arbitration or litigation.

22. Subsequent Proceedings. In the event that a party files suit or initiates arbitration in connection with this project, no member of the PANEL shall be called to testify in such proceedings, and the personal notes of PANEL members shall not be admissible. Any and all claims against any of the Panel members arising out of the work of the PANEL are waived.
SPECIAL PROVISION 7B: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR [TERMINAL MODERNIZATION PROGRAM OR OTHER PROJECTS/PROGRAMS EXCLUDING THE RUNWAY EXPANSION PROGRAM AND TERMINAL 4 EXPANSION]

NOT USED
SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR RUNWAY EXPANSION PROGRAM

NOT USED
SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR AIRPORT TERMINAL 4 EXPANSION

NOT USED
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

NOT USED
NOT USED
SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED
Airport Security Program and Aviation Regulations

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

(a) Operation of Vehicles on the AOA: Before the Contractor shall permit any employee of Contractor or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of 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.
(b) Consent to Search/Inspection: The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Contractor further agrees on behalf of itself and its subcontractor that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Contractor or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Contractor or by any subcontractors.

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.
SPECIAL PROVISION 12: BROWARD COUNTY AVIATION DEPARTMENT
ELECTRONIC SUBMITTAL REQUIREMENTS

Broward County Aviation Department (BCAD) Electronic Media Submittal Requirements

The BCAD will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County's standard Professional Services Agreements for Consultant/Contractor services require submittal of documents produced on electronic media. Requirements for that media are presented below. Certain requirements may not applicable to all contracted services and should be verified via checklist and with the contract administrator during the development of the scope of services.

ELECTRONIC MEDIA

(A) General Requirements:

1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The Consultant/Contractor shall expect to produce three primary sets of electronic deliverables:

   CAD – Engineering Design Drawings

   GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use

   PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:

1) Provide all CAD data in Autodesk, Inc.’s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents documents formatted to fit BCAD standard cover sheet and title block (Refer to Section (C)(1) below). All GIS shall be delivered in ESRI ArcGIS version 9.3 or higher. Specific format/s (Shape file, Layer files, geodatabase, and/or other file type/structure shall be of the Aviation BCAD’s choosing and must also conform to FAA and BCAD). All deliverables shall include appropriate Metadata conforming to BCAD and FAA standards.
Consultant/Contractor will be required to ensure that all data is formatted and in compliance for submission to the FAA AGIS system without any additional changes required by BCAD staff. Consultant/Contractor must ensure compliance with all standards set forth in latest versions of FAA Advisory Circulars (A/C): 150/5300-16, 150/5300-17, and 150/5300-18.

2) Target platform: Windows operating system.

3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.

4) The term "compatible" means that data can be accessed directly by the target CAD and GIS systems without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.

5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2007 or higher, and other (if requested by the BCAD) compatible format. Data shall be delivered in an ESRI Geodatabase format of BCAD's choosing upon request. GIS and CAD data deliverable shall conform to the latest BCAD and FAA standards, including but not limited to, AC 5300/150-16. 17, and 18, and US National CAD Standards.

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

7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to all FAA and BCAD standards. All databases shall be compliant with at least MS Access 2007 and/or other format (SQL, ESRI Geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the project/s. 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.
8) All CAD and GIS files shall meet FAA/NGS spatial accuracy requirements and be georeferenced as follows:

North American Datum (NAD) 83, HARN, Feet
State Plane Florida East
North American Vertical Datum (NAVD) 88

9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.

(D) Standards:

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

2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.

3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
   a. All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
   b. All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

(4) Layering:

a. Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.

b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.

c. Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. 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 that BCAD finds difficult to use.

(5) Attribute Definitions:

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

(6) Conformance:

a. Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County’s uses and information systems.

b. No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

(E) Non-CAD/GIS Graphic Format: Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats. Photos shall be georeferenced in accordance with BCAD standards, if applicable.

(F) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

3) Provide database files in relational database format compatible with Microsoft Access 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 remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that
database formats conform and can be integrated with other BCAD legacy applications and systems.

(G) Delivery Media and Format:

1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.

2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.

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

4) The external label for each electronic digital media shall contain, as a minimum, the following information:
   a. The Project Number, Project Title and date.
   b. The Facility Name
   c. The format and version of operating system software.
   d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
   e. The sequence number of the digital media.
   f. A list of the filenames.
   g. All requirements to meet or exceed FAA and BCAD standards.

5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
   a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
   b. Make sure all reference files are attached without device or directory specifications.
   c. Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression
software shall be purchased for BCAD and provided to BCAD with the delivery media.

d. Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.

e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.

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

g. Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD-furnished materials. The 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.

(H) Drawing Development Documentation:

Provide the following information for each finished drawing:

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

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

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

d. Layer assignments and lock settings.

e. Text fonts, line styles/types used, and GIS layer file settings.

f. Any additional information per FAA A/Cs and BCAD standards.
(I) Submittal:

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

2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
   a. The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
   b. Brief instructions for transferring the files from the media.
   c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
   d. The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

2. List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.

3. List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.

4. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.

5. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.
6. All metadata per BCAD, FAA, FDOT, or other entity standards.

(J) Ownership:

1) County will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.

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

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

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

5) All files/drawings shall be furnished to BCAD upon request from BCAD.

6) No portion of any “application” (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

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

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

   a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant’s/Contractor’s work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.
b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

c. Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.

d. BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.

(L) Other Digital Information:

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

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.
SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.
MONTHLY (CBE) UTILIZATION REPORT

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SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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Total Amount Paid to Subcontractors to Date:

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

Signature:                   Title:                   Date:                   

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.
# FINAL (CBE) UTILIZATION REPORT

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<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Total Amount Paid to Subcontractors to Date:

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F
FORM GC-3: STATEMENT OF COMPLIANCE PREVAILING WAGE

No. ____________________
Contract No. ______________
Project Title _______________________________________________

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

Dated ___________ , 20__

By ________________________________

(Signature)

By ________________________________

(Name and Title)

STATE OF )
SS.

COUNTY OF )

The foregoing instrument was acknowledged before me this ______ day of _______________________, 20__, by ________________________________ who is personally known to me or who has produced ______________________ as identification and who did/did not take an oath.

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

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(Print Name of officer taking acknowledgment)

(TITLE OR RANK)

My commission expires: ________________________________

(Serial number, if any)
FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS

Consent of Surety to Pay Application for Payment

PROJECT NAME: ___________________ PROJECT NO.: ______

CONTRACTOR: __________________________

A/E CONSULTANT: __________________________

Attachment to Application for Payment No. ____________ dated ______

In the amount of $ __________________________

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

The Surety Company, ____________________________ (insert full name or legal title and address of Surety)
on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Broward County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors and material suppliers against the Contract in the amounts listed below:

<table>
<thead>
<tr>
<th>(Subcontractor/material supplier name and telephone number)</th>
<th>(amount of claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$________</td>
</tr>
<tr>
<td></td>
<td>$________</td>
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<td>$________</td>
</tr>
<tr>
<td></td>
<td>$________</td>
</tr>
</tbody>
</table>

( ) attached find additional listed names/amounts on pages 2 thru ______

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of __________________ 20_____.

Attest:
Witnesses: ____________________________ Surety: ____________________________

Signature of Authorized Representative
Title: ____________________________

(Seal)

Attachment: Surety Power of Attorney
FORM GC-5 CONSENT OF SURETY - CHANGE ORDER

<table>
<thead>
<tr>
<th>1. CONTRACT NUMBER</th>
<th>2. MODIFICATION NUMBER</th>
<th>3. DATED</th>
</tr>
</thead>
</table>

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by $_________ dollars and the penalty of the payment bond or bonds is increased by $_________ dollars. However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below:

<table>
<thead>
<tr>
<th>5. NAME OF SURETY(IES)</th>
<th>6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>B.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

6. INDIVIDUAL PRINCIPAL

A. BUSINESS ADDRESS

B. SIGNATURE

C. TYPED NAME AND TITLE (Affix Seal)

D. DATE THIS CONSENT EXECUTED

9. CORPORATE PRINCIPAL

A. CORPORATE NAME AND BUSINESS ADDRESS

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE (Affix Corporate Seal)

D. DATE THIS CONSENT EXECUTED

*The Principal or authorized representative shall execute this Consent of Surety and increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE (Affix Seal)

D. DATE THIS CONSENT EXECUTED

B

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE (Affix Seal)

D. DATE THIS CONSENT EXECUTED

C

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE (Affix Seal)

D. DATE THIS CONSENT EXECUTED

Add similar signature blocks on the back of this form if necessary for additional co-sureties.
FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (COUNTY):

Consultant:

Contractor:

Contract No.

Project (Name and Address):

Notice to Proceed Date: ______________ Date of Issuance: ______________

Project or Designated Portion Shall Include:

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

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

CONSULTANT ______________________ BY ______________________ DATE

In accordance with Section 3.2 of the Contract, CONTRACTOR will complete or correct the work on the list of items attached hereto within ______________ from the above Date of Substantial Completion.

CONTRACTOR ______________________ BY ______________________ DATE

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

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By County Representative ______________________ DATE

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department
Page 107 of 118 CON-2-14-2013
FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No. ____________________________

Project Title ____________________________

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

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

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

<table>
<thead>
<tr>
<th>Subcontractor name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________________________________________________________________</td>
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<td>___________________________________________________________________________</td>
<td>______________________</td>
<td>________________</td>
</tr>
</tbody>
</table>

Dated _______________, 20___

Contractor

By ________________________
(Signature)

By ________________________
(Name and Title)

STATE OF ____________________________

COUNTY OF ____________________________

Acknowledged before me this _______ day of _____________________, 20___, by ____________________________ who is personally known to me or who has produced ____________________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _______ day of _______________, 20___.

(SIGNATURE OF NOTARY)

(Print Name of officer taking acknowledgment)

________________________

(TITLE OR RANK)

My commission expires:

(Serial number, if any)
FORM GC-8: SUBCONTRACTOR RELEASE OF CLAIM

Broward County, Florida

SUBCONTRACTOR RELEASE OF CLAIMS

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

located at, ________________________________________________________________

hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said
subcontract or any modification or change thereof through ___________(date), except as follows: (Here list any
claims against the County and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ______ day of ____________________________

SUBCONTRACTOR

WITNESS: ___________________________ (Seal)

(Place or type)

_________________________ (Signature)

_________________________ (Signature)

_________________________ (Address)

(Office Title)

BCAD CMA 6-26-12
FORM GC-9: FINAL LIST OF CERTIFIED (CBE or DBE) AND NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To:       CONTRACTOR Name
From:     Broward County Purchasing Division
Subject:  Final List of Subcontractors/Sub-vendors
Re:       Project Title, Contract Number

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

The Prime Vendor certifies the following:

☐  There were no other subcontractors/sub-vendors who provided a service to the COUNTY for the referenced contract. All participants on the contract are listed on the attached list.

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

The foregoing instrument was acknowledged before me this ___ day of __________, 2___.
By______________________________ (Print Name) as ______________________ (Title)
of ______________________________ (Prime Vendor), known to me to be the person described herein, or who produced __________________________ as identification, and who did/did not take an oath.

Notary Public:
______________________________ (Signature)
______________________________ (Print Name)
(Seal)
Commission No: _____Expires: ___/___/___
State of __________________________ at Large

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department
Page 110 of 118  CON-2-14-2013
<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE/DBE</th>
<th>NON CERTIFIED</th>
</tr>
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<tbody>
<tr>
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</table>
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We ____________________________, as Principal, hereinafter called CONTRACTOR, and ____________________________, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ____________________ Dollars ($__________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for construction of ____________, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2) Pays COUNTY all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and

3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein.

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

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

INSURANCE COMPANY: Agent and Attorney-in-Fact

__________________________________________________________

Address, City, State, Zip Code

__________________________________________________________

Telephone Number

CORPORATE SECRETARY ATTEST: (affix Corporate Seal or 2 Witnesses below)

CONTRACTOR:

__________________________________________________________

(Name of Contractor)

__________________________________________________________

(Signature)

__________________________________________________________

(Print Name and Title of Signer)

Day of ______________________, 20____
FORM GC-11: PAYMENT BOND

BY THIS BOND, We ________________________________, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: ________________________________

Phone: ________________________________

and ________________________________, as Surety, under the assigned Bond Number ________________________________, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ________________________________ Dollars ($______________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
FORM GC-11: PAYMENT BOND (continued)

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

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.

d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of ________________________, 20____.
FORM GC-11: PAYMENT BOND (continued)

ATTEST:

______________________________________
(Name of Corporation)

______________________________________
(Signature and Title)

______________________________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

______________________________________
(INSURANCE COMPANY):

______________________________________
(Agent and Attorney-in-Fact)

______________________________________
(Address: ________________________________
(Street)

______________________________________
(City/State/Zip Code)

Telephone No.: _________________________
FORM GC-12: CERTIFICATE AS TO CORPORATE PRINCIPAL

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

______________________________ (Seal) as Secretary of

________________________________ (Name of Corporation)

(SEAL)

STATE OF FLORIDA )

) SS.

COUNTY OF BROWARD )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared ____________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond on behalf of CONTRACTOR named therein in favor of COUNTY.

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

My commission expires: ___________________

______________________________

Notary Public, State of Florida at Large

Bonded by ________________________

Construction Bid No. Z1125109C1 Maintenance Facility For Aviation Department
Page 117 of 118 CON-2-14-2013
SECTION 5 – Addenda
ATTN: BEST AND FINAL OFFER - BID NO. Z1125109C1

CC: MICHAL DURDEN
FORM 2: SCHEDULE OF PRICES BID - BEST AND FINAL OFFER
Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

<table>
<thead>
<tr>
<th>Base Bid Items</th>
<th>Price</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 01 Mobilization</td>
<td>$160,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 02 Insurance</td>
<td>$35,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 03 Payment Bond, Performance Bond</td>
<td>$120,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 04 General Conditions</td>
<td>$600,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 05 Demolition</td>
<td>$300,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 06 New Maintenance Building</td>
<td>$10,645,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 07 Site Work</td>
<td>$1,100,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 08 Site Utilities</td>
<td>$80,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 09 Landscape and Irrigation</td>
<td>$100,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Item No. 10 Owner Equipment Relocation</td>
<td>$45,000.00</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

NAME OF COMPANY: The Morganti Group, Inc.

AUTHORIZED SIGNATURE: [Signature]

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.
Item No. 11
Restoration of Site and Other Costs
(See Section 01025 Measurement and Payment) $45,000.00 Lump Sum

Item No. 12
Water Main Installation
(See Section 01025 Measurement and Payment) $460,000.00 Lump Sum

Item No. 13
I-595 Lighting Work
(See technical specification 16521) $40,000.00 Lump Sum

Item No. 14
Permit Allowance
(See technical specification 01020)
(Agencies other than Broward County Board of County Commissioners)

Item No. 15
Access Control System Allowance
(See technical specification 01020) $100,000.00

Item No. 16
Building Automation System Allowance
(See technical specification 01020) $225,000.00

Item No. 17
Fire Alarm System Allowance
(See technical specification 01020) $35,000.00

Item No. 18
CCTV Software & Licensing Integration Allowance
(See technical specification 01020) $25,000.00

Item No. 19
Owner's Contingency Allowance
(See technical specification 01020) $250,000.00

Item No. 20
Dispute Panel Allowance
(See technical specification 01020) $80,000.00

TOTAL BASE BID, BEST AND FINAL OFFER $14,270,000.00 Lump Sum

NAME OF COMPANY: The Morganti Group, Inc.

AUTHORIZED SIGNATURE: [Signature]

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.
Bid No. Z1125109C1
Best and Final Offer

Add Alternate Bid Items (See technical specification 01230)
Add Alternate item No. 01
Concrete Pavement  $100,000.00 Lump Sum

NAME OF COMPANY: The Morganti Group, Inc.

AUTHORIZED SIGNATURE: By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.
FORM 1: BID TENDER

Print Name of Bidder: The Morganti Group, Inc.

Date Submitted: 4/24/2013

The Board of County Commissioners
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security permitted by COUNTY Procurement Code, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance/enrollment into OCIP.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.
The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm has the bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details:

None

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the bid solicitation:

Addendum #1 dated 3/28/2013

Addendum #2 dated 4/17/2013

Attached is [check section that applies] a Bid Bond (X), Cash ( ), Money Order ( ), Unconditional Letter of Credit ( ), Treasurer's Check ( ), Bank Draft ( ), Cashier's Check ( ), or Certified Check ( ), No. __________ Bank of Five Percent (5%) of the bid amount for the sum of ________________ Dollars ($__________).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: The Morganti Group, Inc

City/State/Zip: West Palm Beach, Florida

Telephone/Fax No.: 561-689-0200 / 561-698-1333

Email Address: jmarks@morganti.com

Federal I.D. No.: 06-1149260  Dun and Bradstreet No.: 14-493-3744
(if applicable)

If a partnership, names and addresses of partners:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

1-24-2013
Bid No. Z1125109C1

(Sign below if not incorporated)

WITNESSES: (Type or Print Name of Bidder)

__________________________________________

__________________________________________

(Signature)

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

The Morganti Group, Inc. (Type or Print Name of Corporation)

__________________________________________

________________________

(Signature and Title)

(Gerry Kelly, SVP)

(Type or Print Name Signed Above)

Incorporated under the laws of the State of Connecticut.
FORM 2: SCHEDULE OF PRICES BID

Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

**Base Bid Items**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Mobilization</td>
<td>$160,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(Not to exceed 3% of total bid price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Insurance</td>
<td>$35,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(Not to exceed 3% of total bid price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Payment Bond, Performance Bond</td>
<td>$120,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(Not to exceed 3% of total bid price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>General Conditions</td>
<td>$500,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Demolition</td>
<td>$300,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>New Maintenance Building</td>
<td>$10,505,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Site Work</td>
<td>$1,100,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Site Utilities</td>
<td>$80,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Landscape and Irrigation</td>
<td>$100,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Owner Equipment Relocation</td>
<td>$45,000.00</td>
<td>Lump Sum</td>
</tr>
<tr>
<td></td>
<td>(See Section 01025 Measurement and Payment)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Print Name of Bidder: The Morganti Group, Inc.
Item No. 11
Restoration of Site and Other Costs
(See Section 01025 Measurement and Payment) $45,000.00 Lump Sum

Item No. 12
Water Main Installation
(See Section 01025 Measurement and Payment) $450,000.00 Lump Sum

Item No. 13
I-595 Lighting Work
(See technical specification 16521) $40,000.00 Lump Sum

Item No. 14
Permit Allowance
(See technical specification 01020)
(Agencies other than Broward County Board of County Commissioners)

Item No. 15
Access Control System Allowance $100,000.00
(See technical specification 01020)

Item No. 16
Building Automation System Allowance $225,000.00
(See technical specification 01020)

Item No. 17
Fire Alarm System Allowance $35,000.00
(See technical specification 01020)

Item No. 18
CCTV Software & Licensing Integration Allowance
(See technical specification 01020) $25,000.00

Item No. 19
Owner's Contingency Allowance $250,000.00
(See technical specification 01020)

Item No. 20
Dispute Panel Allowance $90,000.00
(See technical specification 01020)

TOTAL BASE BID $14,280,000.00 Lump Sum

Add Alternate Bid Items (See technical specification 01230)
Add Alternate Item No. 01
Concrete Pavement $100,000.00 Lump Sum

Print Name of Bidder: The Morganti Group, Inc.

1-24-2013
Alternate Item: Alternate Item No. 1 may be awarded subject to the availability of funds and if determined to be in the best interest of the County. Award will be based on Total Base Bid Amount Items 1 thru 19 OR Total Base Bid Amount plus Alternate Item No. 1, OR any combination thereof, whichever the County determines to in its best interest. Bidder MUST bid on Alternate Item.

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification Form with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Item(s) 01, 02 & 03) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items 01, 02 & 03 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items 01, 02 & 03 will be moved into Pay Item 04; however, the total bid amount will not change.

Print Name of Bidder: The Morganti Group, Inc.
**FORM 3: LETTER OF INTENT**

**SOLICITATION NUMBER:** Z1125109C1  
**PROJECT TITLE:** Maintenance Facility for the Aviation Department

**Bidder/Offeror Name:** The Morganti Group, Inc.  
**Address:** 1450 Centrepark Blvd., Suite 260  
**City:** West Palm Beach  
**State:** FL  
**Zip:** 33401  
**Authorized Representative:** Stephen Simms  
**Phone:** (561) 689-0200

**CBE Subcontractor/Supplier Name:** Sun Up Enterprises, Inc.  
**Address:** 16641 Watero Edge Drive  
**City:** Weston  
**State:** FL  
**Zip:** 33326  
**Authorized Representative:** Janet Cusaness  
**Phone:** 954-384-8849

---

**Work to be performed by CBE Firm**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITE WORK</td>
<td>310000</td>
<td>$1,625,000</td>
<td>23.91%</td>
</tr>
</tbody>
</table>

---

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

**CBE Subcontractor/Supplier Authorized Representative**

**Janet Cusaness**  
**President**  
**Signature**  
**Date:** 5/3/13

**Bidder/Offeror Authorized Representative**

**Stephen Simms**  
**V.P.**  
**Signature**  
**Date:** 5/4/13

---

*Visit [http://www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) to search. Match type of work with NAICS code as closely as possible.

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

---

In the event the bidder/offeror does not receive award of the prime contract any and all representations in this Letter of Intent and Affirmation shall be null and void.
FORM 3: LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1125109C1</td>
<td>Maintenance Facility for the Aviation Department</td>
</tr>
</tbody>
</table>

Bidder/Offeror Name: The Merganti Group, Inc.
Address: 1444 Centennial Blvd. Suite 261, City: West Palm Beach, State: FL, Zip: 33401
Authorized Representative: GERRY KELLY, Phone: 561-688-6230

CBE Subcontractor/Supplier Name: State-Line Products of South Florida, Inc.
Address: 1701 NE 25th Avenue, City: Pompano Beach, State: FL, Zip: 33060
Authorized Representative: BENJAMIN CUSTIS, Phone: 954-772-8781

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

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterproofing, Caulking 27831</td>
</tr>
<tr>
<td>and Spray Insulation</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CBE Subcontractor/Supplier Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: <em>John Doe</em> (Name) 5/6/13 (Date)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: <em>Jane Smith</em> (Name) 5/6/13 (Date)</td>
</tr>
</tbody>
</table>

Visit [http://www.florida.gov/codetodevelop](http://www.florida.gov/codetodevelop) to search Match type of work with NAICS code as closely as possible
To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid/offer.

*Visit [http://www.florida.gov/codetodevelop](http://www.florida.gov/codetodevelop)* to search Match type of work with NAICS code as closely as possible
*To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid/offer.*

CBE Letter of Intent 7/2, 2012
Bid No. Z1125109C1

FORM 3: LETTER OF INTENT

BR WARD

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1125109C1</td>
<td>Maintenance Facility for Aviation Department</td>
</tr>
</tbody>
</table>

Bidder/Offeror Name: THE MORGANTI GROUP, INC.
Address: 1490 CENTERBERG BLVD, CLEWISTON, FL 33441
Authorized Representative: GERRY KELLY

CBE Subcontractor/Supplier Name: Titus Construction Group
Address: 401 E Las Olas Blvd, Suite 1400, Fort Lauderdale, FL 33301
Authorized Representative: Bill Hassel

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

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall &amp; Framing</td>
<td>23542</td>
<td>$413,756.00</td>
<td></td>
</tr>
<tr>
<td>Acoustical Ceilings</td>
<td>23542</td>
<td>$66,877.00</td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative
William J Hassel

Bidder/Offeror Authorized Representative


Visit [http://www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) to search. Match type of work with NAICS code as closely as possible.

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

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

1 Visit [http://www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) to search. Match type of work with NAICS code as closely as possible.

CBE Letter of Intent July 2012
FORM 3: LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number: Z1125109C1  Project Title: Maintenance Facility for the Aviation Department

Bidder/Offeror Name: The Marganti Group, Inc.
Address: 1450 Centropark Blvd., Suite 266
City: West Palm Beach
State: FL
Zip: 33401

Authorized Representative: GERRY KELLY
Phone: (561) 689-0230

CBE Subcontractor/Supplier Name: Sager Plumbing & Supply, Inc.
Address: 145 SE 5th Street, Suite 11
City: West Palm Beach
State: FL
Zip: 33401

Authorized Representative: Dale Zager
Phone: 561-381-2424

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

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td></td>
<td></td>
<td>$492,972</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

[Dale Zager] President 9/6/13

Bidder/Offeror Authorized Representative

[Gerry Kelly] Senior Vice President 9/6/13

1. Visit http://mrecs.state.fl.us to search. Match type of work with NAICS code as closely as possible.
2. To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, and as a consequence, in the letter of intent and affirmation that be made above...

CBE Letter of Intent, 9/6/12

1-24-2013
FORM 3: LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number: 21125109C1</th>
<th>Project Title: Maintenance Facility for the Aviation Department</th>
</tr>
</thead>
</table>

**Bidder/Offeror Name:** The Manager Group, Inc.
**Address:** 1051 Centerpark Blvd., Suite 200
**City:** West Palm Beach
**State:** FL
**Zip:** 33401
**Authorized Representative:** [Signature] [First Name] [Last Name] [Phone] [561] 586-1212

**CBE Subcontractor/Supplier Name:** DC Daily, LLC.
**Address:** 3400 SW 10th Street, Suite C
**City:** Deerfield Beach
**State:** FL
**Zip:** 33441
**Authorized Representative:** [Signature] [First Name] [Last Name] [Phone] [561] 410-1050

A. This is a letter of intent between the bidder/offeror and the CBE firm for the CBE to perform subcontracting work on the project.

B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.

C. By signing below, the above-named CBE is committing to perform the work described below.

D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontractor any of the work described below, it may only subcontract that work to another CBE.

**Work to be performed by CBE Firm:**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating, Ventilation &amp; Air Conditioning</td>
<td>23611</td>
<td>[Amount]</td>
<td>[Value]</td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative
[Signature] [First Name] [Last Name] [Title] [Date]

Bidder/Offeror Authorized Representative
[Signature] [First Name] [Last Name] [Title] [Date]

*Visit [http://www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/) to search. Match type of work with NAICS code as closely as possible

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

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

CBE Letter of Intent July 2013
FORM 8: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:

   (i) The dangers of drug abuse in the workplace;

   (ii) The Bidder’s policy of maintaining a drug-free workplace;

   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:

   (i) Abide by the terms of the statement; and

   (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

   (i) Taking appropriate personnel action against such employee, up to and including termination; or

   (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).
FORM 8: DRUG FREE WORKPLACE CERTIFICATION (continued)

(Bidder Signature)  Gerry Kelly
The Morganti Group, Inc.

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of April, 2013, by Gerry Kelly (name of person whose signature is being notarized) as  SR VP of US Operations (title) of The Morganti Group, Inc. (name of corporation/company), known to me to be the person described herein, or who produced personally known as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

Jennifer Marks
(Print Name)

State of Florida at Large (SEAL)

1-24-2013
FORM 14: TRENCH SAFETY ACT CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

The Bidder further identified the costs and methods summarized below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drainage</td>
<td>LF</td>
<td>1635</td>
<td>$1.00</td>
<td>$1,635.00</td>
<td>Benching</td>
</tr>
<tr>
<td>Water/Fire</td>
<td>LF</td>
<td>2570</td>
<td>$1.00</td>
<td>$2,570.00</td>
<td>Benching</td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td>LF</td>
<td>195</td>
<td>$1.00</td>
<td>$195.00</td>
<td>Benching</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$4,400.00</td>
<td></td>
</tr>
</tbody>
</table>

Gerry Kelly
Name of Bidder

Authorized Signature of Bidder
FORM 10: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the Contract is awarded to this vendor. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

NAME RELATIONSHIPS

N/A N/A

________________________________________________________________________
________________________________________________________________________

STATE OF FLORIDA )
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 24 day of April, 2013, by Gerry Kelly who is personally known to me or who has produced ______________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 24 day of April, 2013.

(Signature of person taking acknowledgment)

Gerry Kelly

(Name of officer taking acknowledgment - Typed, printed, or stamped)

SR VP of US Operations

(Title or rank)

(State, if any)

1-24-2013
Detail by Entity Name

Foreign Profit Corporation
THE MORGANTI GROUP, INC.

Filing Information
- Document Number: P41056
- FEI/EIN Number: 061149260
- Date Filed: 10/19/1992
- State or Country: CT
- Status: ACTIVE

Principal Address
100 MILL PLAIN ROAD
4TH FLOOR
DANBURY, CT 06811
Changed: 02/01/1994

Mailing Address
100 MILL PLAIN ROAD
4TH FLOOR
DANBURY, CT 06811
Changed: 02/01/1994

Registered Agent Name & Address
C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail
Name & Address
Title D
SAAD, IMAD
100 MILL PLAIN ROAD
DANBURY, CT 06811

Title P
TAKLA, NABIL M
100 MILL PLAIN ROAD
DANBURY, CT 06811
Title CFO
VARTANIAN, VARTAN
100 MILL PLAIN RD
DANBURY, CT 06811

Title VP
GUNN, TIMOTHY
100 MILL PLAIN ROAD
DANBURY, CT 06811

Title SVP
KELLY, GERRY
100 MILL PLAIN ROAD
DANBURY, CT 06811

Annual Reports
<table>
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<th>Filed Date</th>
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<td>2012</td>
<td>01/30/2012</td>
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<td>2013</td>
<td>01/24/2013</td>
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</table>

No Events  No Name History
**FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)**

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

<table>
<thead>
<tr>
<th>1. Firm's Name:</th>
<th>Fastrac Electric Corp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm's Address:</td>
<td>810 Saturn Street, Suite #25, Jupiter, FL 33477</td>
</tr>
<tr>
<td>3. Firm's Telephone Number:</td>
<td>561-743-8055</td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td>Shawn Bly General Manager</td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td>None</td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>None</td>
</tr>
<tr>
<td>7. Bid/Proposal Number:</td>
<td>Bid No. Z1125109C1</td>
</tr>
<tr>
<td>8. Type of Work/Supplies Bid:</td>
<td>Electrical</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. Firm's Name:</th>
<th>Drawdy Concrete Construction LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm's Address:</td>
<td>2945 W Midway Road, Ft Pierce, FL 33981</td>
</tr>
<tr>
<td>3. Firm's Telephone Number:</td>
<td>772-464-8160</td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td>Danny Drawdy Owner</td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td>None</td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>None</td>
</tr>
<tr>
<td>7. Bid/Proposal Number:</td>
<td>Bid No. Z1125109C1</td>
</tr>
<tr>
<td>8. Type of Work/Supplies Bid:</td>
<td>Concrete &amp; Pre-cast</td>
</tr>
</tbody>
</table>

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

[Signature]

Senior V.P / The Morganti Group, Inc.

Title / Firm Name

5/6/13

Date

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
**FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)**

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<table>
<thead>
<tr>
<th>Number</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firm's Name: Commercial Fence</td>
</tr>
<tr>
<td>2.</td>
<td>Firm's Address: 1864 NW 21st Street, Pompano Beach, FL 33069</td>
</tr>
<tr>
<td>3.</td>
<td>Firm's Telephone Number: 954-234-1046 Firm Email Address: <a href="mailto:trcpicfence@bellsouth.net">trcpicfence@bellsouth.net</a></td>
</tr>
<tr>
<td>4.</td>
<td>Contact Name and Position: Steve Estimator</td>
</tr>
<tr>
<td>5.</td>
<td>Alternate Contact Name and Position: None</td>
</tr>
<tr>
<td>6.</td>
<td>Alternate Contact Telephone Number: None Email Address: None</td>
</tr>
<tr>
<td>7.</td>
<td>Bid/Proposal Number: Bid No. Z1125109C1 Contracted Amount: $73,300.00</td>
</tr>
<tr>
<td>8.</td>
<td>Type of Work/Supplies Bid: Award Date: Pending Owner award</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firm's Name: Thyssenkrupp Elevator Americas</td>
</tr>
<tr>
<td>2.</td>
<td>Firm's Address: 7567 Central Industrial Drive, Riviera Beach, FL 33404</td>
</tr>
<tr>
<td>3.</td>
<td>Firm's Telephone Number: 561-791-4342 Firm Email Address: <a href="mailto:tiff.maraist@thyssenkrupp.com">tiff.maraist@thyssenkrupp.com</a></td>
</tr>
<tr>
<td>4.</td>
<td>Contact Name and Position: Tiff Maraist Sales Representative</td>
</tr>
<tr>
<td>5.</td>
<td>Alternate Contact Name and Position: None</td>
</tr>
<tr>
<td>6.</td>
<td>Alternate Contact Telephone Number: None Email Address: None</td>
</tr>
<tr>
<td>7.</td>
<td>Bid/Proposal Number: Bid No. Z1125109C1 Contracted Amount: $146,000.00</td>
</tr>
<tr>
<td>8.</td>
<td>Type of Work/Supplies Bid: Elevator Award Date: Pending Owner award</td>
</tr>
</tbody>
</table>

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

Signature: ____________________________

Senior V.P / The Morganti Group, Inc.

Title / Firm Name: ____________________________

Date: ____________________________

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FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

| 1. Firm's Name:          | Steel Fabricators LLC                                      |
| 2. Firm's Address:       | 721 NE 44th Street, Ft Lauderdale, FL 33334                |
| 3. Firm's Telephone Number: | 954-772-0440    Firm Email Address: prcs@sfab.com        |
| 4. Contact Name and Position: | Louis Sales Representative                                 |
| 5. Alternate Contact Name and Position: | None                                                      |
| 6. Alternate Contact Telephone Number: | None Email Address: None                                    |
| 7. Bid/Proposal Number:  | Bid No. Z1125109C1 Contracted Amount: $337,500.00         |
| 8. Type of Work/Supplies Bid: | Steel & Aluminum Fabrications Award Date: Pending Owner award |

| 1. Firm's Name:          | Crawford-Tracey Corporation                                 |
| 2. Firm's Address:       | 3301 SW 11th Drive, Deerfield Beach, FL 33442               |
| 3. Firm's Telephone Number: | 954-698-6888    Firm Email Address: sales@crawfordtracey.com |
| 4. Contact Name and Position: | Mac Estimator                                               |
| 5. Alternate Contact Name and Position: | None Email Address: None                                    |
| 6. Alternate Contact Telephone Number: | None                                                        |
| 7. Bid/Proposal Number:  | Bid No. Z1125109C1 Contracted Amount: $315,000.00          |
| 8. Type of Work/Supplies Bid: | Storefront / Windows / Glazing Award Date: Pending Owner award |

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

[Signature]      [Senior V.P / The Morganti Group, Inc.]       [5/6/13]
[Signature]      [Title / Firm Name]                        [Date]

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
### FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

<table>
<thead>
<tr>
<th>1. Firm's Name:</th>
<th><strong>Everglades Environmental Care, Inc.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm's Address:</td>
<td><strong>PO Box 297200, Pembroke Pines, FL 33029</strong></td>
</tr>
<tr>
<td>3. Firm's Telephone Number:</td>
<td><strong>305-828-8282</strong></td>
</tr>
<tr>
<td>Firm Email Address:</td>
<td><strong><a href="mailto:troy1952@comcast.com">troy1952@comcast.com</a></strong></td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td><strong>Troy Thompkins, Sales Representative</strong></td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td><strong>None</strong></td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td><strong>None</strong></td>
</tr>
<tr>
<td>7. Bid/Proposal Number:</td>
<td><strong>Bid No. Z1125109C1</strong></td>
</tr>
<tr>
<td>Contracted Amount:</td>
<td><strong>$100,500.00</strong></td>
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<td>8. Type of Work/Supplies Bid:</td>
<td><strong>Landscaping</strong></td>
</tr>
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<td>Award Date:</td>
<td><strong>Pending Owner award</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. Firm's Name:</th>
<th><strong>Precision Roofing Corp.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm's Address:</td>
<td><strong>2646 W 77 Place, Hialeah, FL 33016</strong></td>
</tr>
<tr>
<td>3. Firm's Telephone Number:</td>
<td><strong>305-822-9969</strong></td>
</tr>
<tr>
<td>Firm Email Address:</td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td><strong>Guillermo, Estimator</strong></td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td><strong>None</strong></td>
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<td>6. Alternate Contact Telephone Number:</td>
<td><strong>None</strong></td>
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<td>7. Bid/Proposal Number:</td>
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<td>Contracted Amount:</td>
<td><strong>$97,200.00</strong></td>
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<td>8. Type of Work/Supplies Bid:</td>
<td><strong>Roofing</strong></td>
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<td>Award Date:</td>
<td><strong>Pending Owner award</strong></td>
</tr>
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I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

**Signature**

**Senior V.P / The Morganti Group, Inc.**

**5/6/13**

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FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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1. Firm's Name: RC Development Group, Inc.
   Firm's Address: 10418 New Berlin Road, Suite 204, Jacksonville, FL 32226
2. Firm's Telephone Number: 904-674-0548 Firm Email Address: rlcombs@comcast.net
3. Contact Name and Position: Tim Combs Estimator
4. Alternate Contact Name and Position: None
5. Alternate Contact Telephone Number: None Email Address: None
6. Bid/Proposal Number: Bid No. Z1125109C1 Contracted Amount: $129,000.00
7. Type of Work/Supplies Bid: Fuel Equipment Award Date: Pending Owner award

1. Firm’s Name: Advanced Systems Inc.
2. Firm’s Address: 1415 S 30th Ave., Hollywood, FL 33020
3. Firm’s Telephone Number: 954-921-2224 Firm Email Address: dave@asifire.com
4. Contact Name and Position: David President
5. Alternate Contact Name and Position: None
6. Alternate Contact Telephone Number: None Email Address: None
7. Bid/Proposal Number: Bid No. Z1125109C1 Contracted Amount: $167,000.00
8. Type of Work/Supplies Bid: Fire Sprinkler Award Date: Pending Owner award

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

Signature: ____________________________
Senior V.P / The Morganti Group, Inc.
Title / Firm Name: ____________________________
Date: 5/6/13

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FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

<table>
<thead>
<tr>
<th>1. Firm’s Name:</th>
<th>Talbot Painting Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm’s Address:</td>
<td>3065 Jupiter Park Circle Ste. 5, Jupiter, FL 33458</td>
</tr>
<tr>
<td>3. Firm’s Telephone Number:</td>
<td>561-748-2575</td>
</tr>
<tr>
<td>Firm Email Address:</td>
<td><a href="mailto:don@talbotpainting.com">don@talbotpainting.com</a></td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td>Don Talbot Owner</td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td>None</td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>None</td>
</tr>
<tr>
<td>Email Address:</td>
<td>None</td>
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<td>7. Bid/Proposal Number:</td>
<td>Bid No. Z1125109C1</td>
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<tr>
<td>Contracted Amount:</td>
<td>$306,000.00</td>
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<td>8. Type of Work/Supplies Bid:</td>
<td>Painting &amp; Polished Concrete</td>
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<td>Award Date:</td>
<td>Pending Owner award</td>
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</table>

<table>
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<tr>
<th>1. Firm’s Name:</th>
<th>Descon Associates</th>
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<tbody>
<tr>
<td>2. Firm’s Address:</td>
<td>4720 NW 2nd Ave., Suite D105, Boca Raton, FL 33431</td>
</tr>
<tr>
<td>3. Firm’s Telephone Number:</td>
<td>561-984-0820</td>
</tr>
<tr>
<td>Firm Email Address:</td>
<td><a href="mailto:jack@desconassociates.com">jack@desconassociates.com</a></td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
<td>Jack Kroporniki Owner</td>
</tr>
<tr>
<td>5. Alternate Contact Name and Position:</td>
<td>None</td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>None</td>
</tr>
<tr>
<td>Email Address:</td>
<td>None</td>
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<td>7. Bid/Proposal Number:</td>
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<td>Contracted Amount:</td>
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<tr>
<td>8. Type of Work/Supplies Bid:</td>
<td>Division 810 &amp; 812</td>
</tr>
<tr>
<td>Award Date:</td>
<td>Pending Owner award</td>
</tr>
</tbody>
</table>

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

[Signature]

Senior V.P / The Morganti Group, Inc.
Title / Firm Name

5/6/13
Date

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| 1. Firm’s Name: | Atlantic Interiors |
| 2. Firm’s Address: | 3693 NW 124th Avenue, Coral Springs, FL 33065 |
| 3. Firm’s Telephone Number: | 954-623-7346 Firm Email Address: erikupfcfla.com |
| 4. Contact Name and Position: | Erik Fortin Owner |
| 5. Alternate Contact Name and Position: | None |
| 6. Alternate Contact Telephone Number: | None Email Address: None |
| 7. Bid/Proposal Number: | Bid No. Z1125109C1 Contracted Amount: $110,000.00 |
| 8. Type of Work/Supplies Bid: | Flooring Award Date: Pending Owner award |

1. Firm’s Name: American Overhead Door Co Inc.  
2. Firm’s Address: 9101 NW 105th Circle, Miami, FL 33178  
3. Firm’s Telephone Number: 305-887-0095 Firm Email Address: steve@americanoverhead.net  
4. Contact Name and Position: Steve Estimator  
5. Alternate Contact Name and Position: None  
6. Alternate Contact Telephone Number: None Email Address: None  
7. Bid/Proposal Number: Bid No. Z1125109C1 Contracted Amount: $97,400.00  
8. Type of Work/Supplies Bid: Overhead Doors Award Date: Pending Owner award  

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

![Signature]

Senior V.P / The Morganti Group, Inc.  
Date: 5/6/13

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
Bid Bond

CONTRACTOR:
(Name, legal status and address)
The Morganti Group, Inc.
1450 Centrepark Boulevard, Suite 260
West Palm Beach, FL 33401

SURETY:
(Name, legal status and principal place of business)
The Insurance Company of the State of Pennsylvania
175 Water Street, 18th Floor
New York, NY 10038

PROJECT:
(Name, location or address, and Project number, if any)
Maintenance Facility for Aviation Department, Bid No. Z1125109C1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Owner:
(Name, legal status and address)
Broward County, Florida
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

Mailing Address for Notices
101 Hudson Street, Floor 28
Jersey City, NJ 07302

BOND AMOUNT: $ 5
Five Percent of Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of April, 2013

[Signatures]

Witness

The Morganti Group, Inc.
(Principal)

By:

The Insurance Company of the State of Pennsylvania
(Surety)

By:

Sandra C. Lokes
Attorney-in-Fact

Non-Resident Producer License No. W051270

S-0544/AS 8/10
POWER OF ATTORNEY

American Home Assurance Company
The Insurance Company of the State of Pennsylvania
New Hampshire Insurance Company
Principal Bond Office: 175 Water Street, New York, NY 10038

KNOW ALL MEN BY THESE PRESENTS:


--- Sandra C. Lopes ---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

Surety Bond No: Bid Bond
Principal: The Morganti Group, Inc.
Obligee: Broward County, Florida

IN WITNESS WHEREOF, American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., The Insurance Company of the State of Pennsylvania and New Hampshire Insurance Company have each executed these presents

this 25th day of June 2009.

Anthony Romano, Vice President

CERTIFICATE

"RESOLVED, that the Chairman of the Board, the President, or any Vice Presidents be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of the American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., The Insurance Company of the State of Pennsylvania and New Hampshire Insurance Company, do hereby certify that the foregoing excerpts of Resolutions adopted by the Board of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation.

this 17th day of April, 2013.

Denis Butkovic, Secretary
Insurance Company of State of PA

A.M. Best P#: 60238
NAIC #: 19429
FEIN #: 138549808
Address: 175 Water Street 18th Floor
New York, NY 10038
United States
Web: www.charlainsurance.com
Phone: 212-770-7000

Best's Credit Rating Center - Company Information for Insurance Company of State of PA Page 1 of 2

Based on A.M. Best's analysis, 058702 - American International Group, Inc is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

View all of the companies assigned this rating as a part of an AMB Rating Unit.

<table>
<thead>
<tr>
<th>Financial Strength Rating View Definition</th>
<th>Best's Credit Rating Analyst</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating: A (Excellent)</td>
<td>Office: A.M. Best Company, Oldwick NJ</td>
</tr>
<tr>
<td>Financial Size Category: XV ($2 Billion or greater)</td>
<td>Senior Financial Analyst: Jacqueline Lentz</td>
</tr>
<tr>
<td>Outlook: Stable</td>
<td>Managing Senior Financial Analyst: Jennifer</td>
</tr>
<tr>
<td>Action: Affirmed</td>
<td>Marshall, CPCU, ARIM</td>
</tr>
<tr>
<td>Effective Date: January 25, 2013</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inurer Credit Rating View Definition</th>
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<tbody>
<tr>
<td>Long-Term: a</td>
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<tr>
<td>Outlook: Stable</td>
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<tr>
<td>Action: Affirmed</td>
</tr>
<tr>
<td>Date: January 25, 2013</td>
</tr>
</tbody>
</table>

Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

- Single Company - five years of financial data specifically on this company.
- Comparison - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite - evaluates this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked)

European Union Disclosures

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Important Notice: Best's Ratings reflect our independent opinion, based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are neither a warranty of a company's financial strength nor its ability to meet its financial obligations, including those to policyholders. View our privacy notice for complete details.

## Company Directory: Search Results

*This information is current as of 4/25/2013*

**INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

<table>
<thead>
<tr>
<th>FEIN</th>
<th>13-5540698</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Company Code</td>
<td>01425</td>
</tr>
<tr>
<td>NAIC Company Code</td>
<td>19429</td>
</tr>
<tr>
<td>Company Type</td>
<td>PROPERTY AND CASUALTY INSURER</td>
</tr>
<tr>
<td>Home State</td>
<td>PA</td>
</tr>
<tr>
<td>Web Site</td>
<td><a href="http://WWW.AIG.COM">http://WWW.AIG.COM</a></td>
</tr>
<tr>
<td>Authorization Type</td>
<td>CERTIFICATE OF AUTHORITY</td>
</tr>
<tr>
<td>Authorization Status</td>
<td>ACTIVE</td>
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<tr>
<td>First Licensed in Florida Date</td>
<td>09/09/1915</td>
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### Addresses

<table>
<thead>
<tr>
<th>Type</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION OF RECORDS</td>
<td>175 WATER STREET, 18TH FLOOR,</td>
<td>(212) 770-7000</td>
</tr>
<tr>
<td></td>
<td>NEW YORK NY 10038</td>
<td></td>
</tr>
<tr>
<td></td>
<td>United States</td>
<td></td>
</tr>
<tr>
<td>POLICY HOLDER RELATIONS</td>
<td>175 WATER STREET,</td>
<td>(212) 458-7007</td>
</tr>
<tr>
<td></td>
<td>NEW YORK NY 10038</td>
<td></td>
</tr>
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<td></td>
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<tr>
<td>ADMINISTRATIVE</td>
<td>175 WATER STREET, 18TH FLOOR,</td>
<td>(212) 770-7000</td>
</tr>
<tr>
<td></td>
<td>NEW YORK NY 10038</td>
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<td></td>
<td>United States</td>
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<tr>
<td>MAILING</td>
<td>175 WATER STREET, 18TH FLOOR,</td>
<td>(212) 458-7940</td>
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<td></td>
<td>NEW YORK NY 10038</td>
<td></td>
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<tr>
<td></td>
<td>United States</td>
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</tr>
<tr>
<td>HOME</td>
<td>2595 INTERSTATE DRIVE, SUITE 103,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Type</th>
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<tbody>
<tr>
<td>MEDICAL MALPRACTICE</td>
<td>D</td>
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<tr>
<td>FIDELITY</td>
<td>D</td>
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<tr>
<td>COMMERCIAL AUTOMOBILE LIABILITY</td>
<td>D</td>
</tr>
<tr>
<td>OCEAN MARINE</td>
<td>D</td>
</tr>
<tr>
<td>ALLIED LINES</td>
<td>D</td>
</tr>
<tr>
<td>WORKERS COMPENSATION</td>
<td>D</td>
</tr>
<tr>
<td>PPA PHYSICAL DAMAGE</td>
<td>D</td>
</tr>
<tr>
<td>FIRE</td>
<td>D</td>
</tr>
<tr>
<td>AIRCRAFT</td>
<td>D</td>
</tr>
<tr>
<td>GLASS</td>
<td>D</td>
</tr>
<tr>
<td>INLAND MARINE</td>
<td>D</td>
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<td>SURETY</td>
<td>D</td>
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<tr>
<td>COMMERCIAL AUTO PHYSICAL DAMAGE</td>
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<tr>
<td>MULTI PERIL CROP</td>
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<tr>
<td>COMMERCIAL MULTI PERIL</td>
<td>D</td>
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<tr>
<td>ACCIDENT AND HEALTH</td>
<td>D</td>
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<tr>
<td>OTHER LIABILITY</td>
<td>D</td>
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<td>HOMEOWNERS MULTI PERIL</td>
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<tr>
<td>PRIVATE PASSENGER AUTO LIABILITY</td>
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<td>LIVESTOCK</td>
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<tr>
<td>BOILER AND MACHINERY</td>
<td>D</td>
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<tr>
<td>BURGLARY AND THEFT</td>
<td>D</td>
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</table>

**Current Personal Injury Protection (Auto-PIP) Contact**

<table>
<thead>
<tr>
<th>PIP Contact Name</th>
<th>JULIE TEMPEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIP Address</td>
<td>5701 STIRLING RD</td>
</tr>
<tr>
<td></td>
<td>DAVIE FL 33314</td>
</tr>
</tbody>
</table>

Historic PIP Contact information is available upon request from:

Department of Financial Services
Document Processing Section
200 East Gaines Street
Tallahassee, FL 32399

FORM 13: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Authorized Signature

Gerry Kelly SR VP of US Operations

(Print Name and Title)

The Morganti Group, Inc.

(Name of Firm)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of April, 2013

by ____________________________

(Name of person who's signature is being notarized)

as _________________________________

(Sr VP of US Operations of The Morganti Group, Inc.)

(Title)

(Name of Corporation/Company)

known to me to be the person described herein, or who produced ________________

(Personally Known)

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Jennifer T Markes

(Print name)

My Commission expires: ________________

1-24-2013
13. LITIGATION HISTORY REQUIREMENT: The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-13.5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified on the Litigation History Form.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER: The Morganti Group, Inc
### FORM 6: LITIGATION HISTORY

<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff □ Vendor is Defendant □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Name</td>
<td>Please see attached litigation history following this page.</td>
</tr>
<tr>
<td>Case Number</td>
<td></td>
</tr>
<tr>
<td>Date Filed</td>
<td></td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td></td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil □ Administrative/Regulatory □</td>
</tr>
<tr>
<td></td>
<td>Criminal □ Bankruptcy □</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case</td>
<td>Pending □ Settled □ Dismissed □</td>
</tr>
<tr>
<td>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</td>
<td>Judgment Vendor's Favor □</td>
</tr>
<tr>
<td></td>
<td>Judgment Against Vendor □</td>
</tr>
<tr>
<td></td>
<td>If Judgment Against, is Judgment Satisfied? Yes □ No □</td>
</tr>
<tr>
<td>Opposing Counsel</td>
<td>Name: Email: Phone number:</td>
</tr>
</tbody>
</table>

**NAME OF BIDDER:** The Morganti Group, Inc
**Litigation 3 YEAR HISTORY**

It is Morganti's policy to resolve issues without litigation. In the course of business The Morganti Group has unfortunately found ourselves between adverse parties and has done our best to resolve these conflicts without litigation each and every time.

<table>
<thead>
<tr>
<th>PROJECT NAME, LOCATION &amp; OWNER</th>
<th>DESCRIPTION OF LEGAL PROCEEDINGS, OR CITATIONS</th>
</tr>
</thead>
</table>
| Key West International Airport and the Marathon Airport  
Key West, FL | The Morganti Group v. Monroe County. This action was filed on August 11, 2011 and served on August 23, 2011. After months of unsuccessful attempts to receive final payment for the Project that was completed in 2009 or alternatively to obtain the County's agreement to attend mediation, Morganti was required to file a complaint to obtain a Court Order requiring the County to attend mediation. Morganti has filed a Motion seeking collection of unpaid contract balance in the amount of $4.2 Million to compel the County to attend mediation as required by the Contract. This is the only case by Morganti against an Owner. Status: Pending |
| The Promenade at Riverwalk  
Bradenton, FL  
THE PROMENADE AT RIVERWALK, LLC | Morganti Texas, Inc. et al v. Travelers Property Casualty Company of America served on January 19, 2010. On or about 8/14/06 the project sustained extensive damage to Interior construction as a result of rain water infiltration during severe storms in and around the project. Travelers insured the project under a Builders Risk policy for the JV. The company is seeking compensation for the water damages in the amount of $1.7 million. Status: Pending |
| Metropolitan Detention Center  
Brooklyn, NY  
| Metropolitan Detention Center  
Brooklyn, NY  
| Annie Fisher Magnet School  
Hartford, CT  
CITY OF HARTFORD | Electrical Contractors, Inc. et al vs. State of Connecticut (Dept. of Education), City of Hartford, Dicin Electric, Custom Electric, Morganti Group, Inc. and Downes Construction served February 10, 2009. A Subcontractor challenges and seeks to enjoin the competitive bid process for the award of subcontracts on school building projects for the City of Hartford. The subcontractor contests the use of Project Labor Agreements on these projects. The Subcontractor has no claim for money damages against Morganti. Complaint served on February 9, 2009. Status: Pending in Federal Court in Bridgeport, CT. |
| Brookfield High School  
Brookfield, CT | Guerrera Construction Co., Inc. v. The Morganti Group, Inc. and The Town of Brookfield Subcontractor claim monies due on the project. Morganti is defending the suit through counsel. Complaint served on 2/8/11 Status: Pending. |
| Town of Brookfield, Connecticut  
| Newtown High School  
Newtown, CT | CMC Steel Fabricators, Inc. d/b/a CMC Joist & Deck vs. The Morganti Group, Inc. and Insurance Company of the State of Pennsylvania. Matter was settled on 12/1/2011. |
<table>
<thead>
<tr>
<th>Main Street Apartments</th>
<th>Clearwater Housing Authority v. Thomason Building Corp., The Morganti Group, Inc., et al. served on 9/22/2009 in Pinellas County, FL. This is an action brought against numerous defendants for alleged construction defects at an apartment complex constructed in the late 1990s. Morganti was named as a consequence of its joint venture with R.S. Thomason. Status: Pending.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Injury Matters</td>
<td>The Morganti Group, Inc. has been named in personal injury matters, totaling 5 in the last 5 years. These matters relate to subcontractors and are of the nature typically experienced in the industry. Status: 3 are pending, while the others have been resolved.</td>
</tr>
</tbody>
</table>
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County’s Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☒ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).

☐ The vendor’s price bid for the initial contract term is $100,000 or less.

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees’ spouses.

☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

1. Gerry Kelly, VP of US Operations of The Morganti Group, Inc. hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature: 
Gerry Kelly

Print Name: 

SWORN TO AND SUBSCRIBED BEFORE ME this 24 day of April, 2013.

STATE OF Florida COUNTY OF Palm Beach

Notary Public (Print, type or stamp commissioned name of Notary Public)

My commission expires: 

Personally Known X or Produced Identification 

Type of Identification Produced: personally known

1-24-2013
FORM 5: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF “NONE” (IF APPROPRIATE). DO NOT USE “N/A” AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY’S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Morganti Group, Inc - CGC 050879</td>
<td>8</td>
</tr>
<tr>
<td>(The Morganti Group, Inc has been in Business since 1920)</td>
<td></td>
</tr>
</tbody>
</table>

1.1. What business are you in? General Contractor

2. What is the last project of this nature that you have completed?

Palm Beach International Airport Maintenance Facility Renovation.

3. Have you ever failed to complete any work awarded to you? If so, where and why?

The Morganti Group, Inc has never failed to complete a project.

3.1. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

The Morganti Group, Inc has never required a surety to complete a project.

PRINT NAME OF BIDDER: The Morganti Group, Inc.
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 Palm Beach County Department of Airports Terminal Improvements
   (Organization/Company) (Project Name)

Cindy Portnoy 1000 James L Turnage Boulevard WPB, FL 33415 (561) 471-7411
   (Contact Name) (Address) (Phone No.)

PB12-14 $12,000,000 Currently
   (Contract Number) (Project Value) (Date Services Provided)

Scope of Project: Several Terminal Improvement Projects

4.2 Florida Atlantic University Harbor Branch and Honors College
   (Organization/Company) (Project Name)

Peter Thomson 5600 US1 North, Ft. Pierce, FL 34946 (772) 242-2356 x 62356
   (Contact Name) (Address) (Phone No.)

$5,000,000 + Currently
   (Contract Number) (Project Value) (Date Services Provided)

Scope of Project: Several Campus Improvement Projects

4.3 Palm Beach County Tax Collector Property Management Contract
   (Organization/Company) (Project Name)

David Brady 301 North Olive Avenue WPB, FL 33401 (561) 355-3940
   (Contact Name) (Address) (Phone No.)

(561) 355-3940 Currently
   (Contract Number) (Project Value) (Date Services Provided)

Scope of Project: Facilities Renovations and Property Management Contract

PRINT NAME OF BIDDER: The Morganti Group, Inc.
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER OF CONTRACT</th>
<th>TOTAL CONTRACT VALUE</th>
<th>DATE OF COMPLETION PER CONTRACT</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
</table>

See attached "Contracts in Progress" list after this section.

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

Yes

7. What equipment do you own that is available for the work?

   Equipment utilized for this project will most likely be rented.

8. What equipment will you purchase for the proposed work?

   Equipment utilized for this project will most likely be rented.

9. What equipment will you rent for the proposed work?

   Efficient and economical use of rental equipment for dewatering, excavating grading, hoisting and temporary facilities will be determined after further coordination with applicable subcontractors once the approved project schedule is established.

PRINT NAME OF BIDDER:  The Morganti Group, Inc.
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

**Project Manager**: Mike Buckland

See attached "Project Team Qualifications & Experience"

**Project Superintendent**: John Kunz

and/or **Project Superintendent**: Joe Mayhew

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Respondent is:

*The Morganti Group, Inc.*

11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

*Corporation*

11.3 The address of principal place of business is:

1450 Centrepark Blvd., suite 260

West Palm Beach, Florida 33401

11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Nabil Takla-President

Mike Olenick- VP of Corporate Affairs

Vartan Vartanian-Treasurer

Gerry Kelly- Sr.VP of US Operations

Kim Morris-Secretary

11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers

The Morganti Group, Inc.  E&F Construction Company

Morganti National, Inc. Morganti Florida, Inc.

Morganti Federal, Inc. Morganti Texas, Inc.

**PRINT NAME OF BIDDER**: The Morganti Group, Inc.
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

None

12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

None

12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

None

12.2 Under what conditions does the Respondent request Change Orders.

Change orders are requested when the owner requests additional work or material changes to the project that have a cost or time impact.

PRINT NAME OF BIDDER: The Morganti Group, Inc.
### Contracts in Progress  
**SOUTHEAST REGIONAL OFFICE**

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER</th>
<th>VALUE</th>
<th>DATE OF COMPLETION</th>
<th>COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PBC Dept. of Airports Misc. Terminal Improvement Projects</td>
<td>Palm Beach County Department of Airports Cindy Portnoy (561) 471-7411 <a href="mailto:cportnoy@pbia.org">cportnoy@pbia.org</a></td>
<td>$1 to $7,000,000 Multiple projects</td>
<td>May-15</td>
<td>On-Going</td>
</tr>
<tr>
<td>Department of Management Services Statewide Continuing Contract for CM Services</td>
<td>Department of Management Services Jere Lahey (904) 359-6093 <a href="mailto:jere.lahey@dms.myflorida.com">jere.lahey@dms.myflorida.com</a></td>
<td>$1,000,000 Max per project</td>
<td>Mar-14</td>
<td>On-Going</td>
</tr>
<tr>
<td>PBC Tax Collector Property Management Agreement</td>
<td>Palm Beach County Tax Collector's Office David Brady (561) 355-3940 <a href="mailto:dhbrady@pbcgov.org">dhbrady@pbcgov.org</a></td>
<td>$1,000,000</td>
<td>Dec-13</td>
<td>On-Going</td>
</tr>
<tr>
<td>Florida Atlantic University Minor Projects</td>
<td>Florida Atlantic University Peter Thomson (772) 462-0966 <a href="mailto:pthomson@fau.edu">pthomson@fau.edu</a></td>
<td>$2,000,000 Max per project</td>
<td>Nov-13</td>
<td>On-Going</td>
</tr>
<tr>
<td>Indian River State College Minor Projects</td>
<td>Indian River State College Allen Bottorff (772) 462-7823 <a href="mailto:ebottorff@irsc.edu">ebottorff@irsc.edu</a></td>
<td>$1,000,000 Max per project</td>
<td>May-15</td>
<td>On-Going</td>
</tr>
<tr>
<td>St. Lucie County School District Minor Projects</td>
<td>St. Lucie County School Board John Gillette (772) 340-7111 <a href="mailto:John.Gillette@stfucieschools.org">John.Gillette@stfucieschools.org</a></td>
<td>$2,000,000 Max per project</td>
<td>Dec-13</td>
<td>On-Going</td>
</tr>
<tr>
<td>Port St. Lucie High School HVAC Retrofit</td>
<td>School District of St. Lucie County Joe Piper (772) 785-6619 <a href="mailto:Joe.Piper@stfucieschools.org">Joe.Piper@stfucieschools.org</a></td>
<td>$7,500,000</td>
<td>Oct-13</td>
<td>80%</td>
</tr>
<tr>
<td>Lancaster Elementary School</td>
<td>Orange County Public Schools Mark Lockard (407) 317-3700 <a href="mailto:lockarm@ocps.net">lockarm@ocps.net</a></td>
<td>$14,467,000</td>
<td>Jun-13</td>
<td>90%</td>
</tr>
</tbody>
</table>

*Morganti has proven to be an excellent team player having managed several projects at the airport over the past 5 years. There have been no safety or quality issues for all work performed under their management. Their knowledgeable staff has always been extremely responsive and sensitive to the Airport concerns. They are a pleasure to work with.*

PHILIP WOODARD  
Construction Coordinator I Palm Beach Int'l Airport

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*Bringing you a WORLD of experience  [www.morganti.com](http://www.morganti.com)*
10. Project Team Qualifications & Experience

Mike Buckland(118,173),(279,395)
LEED AP
Project Manager
YEARS EXPERIENCE: 10 YEARS WITH FIRM: 7

RECENT EXPERIENCE
- FAU Continuing Services Contract – All Campuses $5,000,000
- FAU Harbor Branch Dormitory Renovation
- FAU Bio-Marine Research Building Renovation
- FAU Johnson Education Center Exterior Renovation / HVAC Replacement
- FAU Aquaculture South Building
- FAU Marine Oceanographic Academy Classroom Renovation
- FAU Harbor Branch Lab One (H301) Chiller Replacement
- FAU Residence Hall Emergency Standby Generators
- FAU T-1 Lab Chiller Plant Upgrade Modifications
- FAU Student Resources Building Modifications
- FAU Residence Hall 1 & 2 Roof Replacement
- FAU Harbor Branch Gate House / Roadway Improvements
- FAU Harbor Branch Domestic Water Supply Upgrades – Ph 3
- FAU Firemain Relocation/Check Valve Addition
- FAU Honors College Laboratory Modifications
- IRSC Continuing Services Contract – Indian River, FL $1,000,000
- IRSC Ft. Pierce Campus Warehouse Conversion
- SLCSD Samuel S. Gaines K-8 Academy – Ft. Pierce, FL $37,782,000
- SLCSD Lincoln Park Academy – St. Lucie, FL $20,325,000
- SLCSD Continuing Service Contract - St. Lucie, FL $5,000,000
- SLCSD Southern Oaks Middle School Thermal Energy Storage Plant / Roof Replacement
- SLCSD Mariposa Elementary School Thermal Energy Storage Plant / HVAC Renovation
- SLCSD Southport Middle AHU Replacement / CAVS Upgrades
- SLCSD Dale Cassens Middle School Restructuring
- SLCSD Garden City Elementary Restroom Remodel
- SLCSD Dale Cassens Middle School Roof Replacement
- SLCSD Port St. Lucie H.S. Roof Replacement
- SLCSD St. Lucie Elementary Bus Loop

John Kunz
Project Superintendent
YEARS EXPERIENCE: 33 YEARS WITH FIRM: 6

RELATED EXPERIENCE
- MIA Parking Lot Renovation and Bus Terminals $3,000,000
- FLL Marriott In-Flight Industrial Kitchen at Ft. Lauderdale Int’l Airport $8,000,000
- MIA Miami Airport Hilton – Miami, FL
- MIA Airport Corporate Center – Miami, FL
- Lake Worth Beach Restoration – Lake Worth, FL $6,712,000
- Susan B Anthony Center – Pembroke, FL $7,662,459
- West Division Police Station – Pembroke, FL $2,926,650
- Walnut Creek Park – Pembroke, FL $2,065,951
- City of Hollywood Parking Garage – Hollywood, FL
- Broward County Schools Multiple Projects $30,000,000/+
  - Pembroke Pines Charter School
  - Pembroke Pines East Campus Addition
  - Central Campus Charter School
  - Pembroke Pines Academic Village
  - Pembroke Pines Middle School
  - Charter High School Gym/Track/Fields/Bleachers
  - Pembroke Pines Softball/Soccer Fields – Pembroke Pines, FL $3,000,000
  - Pembroke Pines Soccer Park – Pembroke Pines, FL $6,000,000
  - Pembroke/FSU Charter Elementary School – Pembroke, FL $7,928,959
CMJ

MORGANTI

- Pembroke University Center – Pembroke, FL $14,942,896
- MetroWest Elementary School – Orange County, FL $18,400,000
- Pembroke Pines Charter Schools Additions – Pembroke, FL $13,000,000
- Pembroke Pines Charter School – Pembroke, FL $7,355,000
- Pembroke Pines East Campus Addition – Pembroke, FL $4,982,725
- Central Campus Charter School – Pembroke, FL $19,246,000
- Greenville Park Elementary School – Charlotte, NC $9,100,000
- Pembroke Pines Academic Village – Pembroke, FL $45,500,000
- Pembroke Pines Middle School – Pembroke, FL $6,442,000
- Oasis Charter Middle School – Cape Coral, FL $4,900,000
- Charter High School Gym/Track/Fields/Bleachers – Pembroke Pines, FL $49,000,000
- Health Dept. Administration Building – Hernando, FL $11,500,000
- Senior Living Howard Forman Health Campus I AHCA – Pembroke, FL $25,978,952
- Senior Living Howard Forman Health Campus II AHCA – Pembroke, FL $30,583,201
- Baptist Hospital of Miami AHCA – Miami, FL
- Harbourage Condominiums & Parking Garage – Ft. Lauderdale, FL
- Bayside View High Rise Apartment – Bayside, FL
- Luxury Suites Homestead Motor Speedway – Homestead, FL $7,800,000
- Miami Motor Speedway Grandstands (Club and Suite Level) – Miami, FL $15,000,000

Joe Mayhew
Project Superintendent

YEARS EXPERIENCE: 27 YEARS WITH FIRM: 13

RELATED EXPERIENCE

- Palm Beach County Dept. of Airports Misc. Terminal Improvements $5,000,000
- PBI Security Lighting Upgrade Ph. 1 $1,205,000
- PBI PA/Crash Phone System Recabling $125,650
- PBI Security Door Replacement $7,000
- PBI Temporary Expansion Joint Cover $7,000
- EYW Key West Int’l Airport Terminal/Parking Deck $31,613,533
- MTH Marathon Airport HVAC/Generator Terminal Renovations $3,718,026
- FLL Terminal 2&3 Renovations $20,500,000
- Indian River State College Minor Projects
- Educational Media Department Build Out
- St. Lucie County School District Minor Projects
- Lincoln Park Academy Roof Replacement
- Lake Worth Beach Restoration – Lake Worth, FL $6,712,000
- Northwest Middle School and High School – Guilford, NC $8,523,000
- Indiantown Middle School – Indiantown, FL $13,793,000
- Murray Middle School Chiller Plant – Stuart, FL $730,000
- Murray Middle School Ph. I - III – Martin, FL $16,653,000
- JD Parker Elementary School – Martin, FL $16,322,000
- Jupiter Community High School – Palm Beach, FL $47,301,978
- Forest Hill Elementary School – Palm Beach, FL $10,600,000
- Pierce Hammock Elementary School – Palm Beach, FL $12,900,000
- Jensen Beach High School – Martin, FL $47,800,000
- St. Lucie School Continuing Services – St. Lucie, FL $5,000,000

“Morganti staff has been proactive in resolving issues and did an excellent job communicating with airport staff, our design consultants, the FAA and the TSA representatives when necessary. I would recommend them without hesitation.”

CINDY PORTNOY
Project Manager | Palm Beach County Department of Airports
FORM 11: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and

b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

1. X It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.

2. _____ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.

STATE OF Florida

Gerry Kelly

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of April, 2013, by

Gerry Kelly as SR VP of US Operations of

(Name of person who's signature is being notarized) (Title)

The Morganti Group, Inc., known to me to be the person described herein, or

(Name of Corporation/Company)

who produced Personally known as identification, and who did/did not take an oath.

(Type of Identification)

NOTARY PUBLIC:

My commission expires: ____________

1-24-2013
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION:

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual.

2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers’ compensation and employer’s liability insurance, commercial general liability insurance, excess liability insurance, builder’s risk insurance, U.S. Longshoremen & Harbor Workers’ act, Jones Act and contractor’s pollution liability insurance.

3. The vendor has removed from it’s bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor’s costs to provide the insurance coverages provided under the OCIP.

4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers’ compensation, and employer’s liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements.

5. The vendor acknowledges and understands that COUNTY, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor’s own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

6. The vendor acknowledges and agrees that COUNTY, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither COUNTY, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION (if applicable) (continued)

The Morganti Group, Inc.
VENDOR

By: [Signature]

Gerry Kelly SR VP of US Operations
(Print/Type Name and Title)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of April, 2013, by Gerry Kelly (Name of person who's signature is being notarized) as SR VP of US Operations (Title) of The Morganti Group, Inc. (Name of Corporation/Company) known to me to be the person described herein, or who produced personally known (Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

[Signature]

Jennifer Marks
(Print Name)
INVITATION FOR BID

FOR THE FOLLOWING PROJECT(S):

MAINTENANCE FACILITY FOR THE AVIATION DEPARTMENT

BROWARD COUNTY

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Z1125109C1

CIP 3835
ADDENDUM NO. 2

Solicitation No.: Z1125109C1
Solicitation Title: Maintenance Facility for the Aviation Department – Shortlisted Bidders Only

Date Of Addendum: April 17, 2013

Attention all potential bidders:

☒ Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All “MUST” addenda are considered a matter of responsiveness. “MUST” addenda must be returned with your Bid submittal or acknowledged on the Bid Tender Form. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

☒ Return Addendum with Bid Submittal or Acknowledge on the Bid Tender Form

To all prospective bidders, please note the following changes and clarifications:

1. **The Bid Opening Date remains as Wednesday, April 24, 2013 at 2:00 p.m.**
2. **Question:** Will the County provide a Bid Bond form or should we use a generic form?
   **Answer:** The County does not provide a Bid Bond form. Bidder should use AIA Document A310.
3. **Question:** Would we like to clarify the requirements and procedure regarding the Non-Disclosure Agreement (NDA) that is included in the bid package. According to the instructions, we have firstly been requiring interested subcontractor bidders, to sign and return the NDA, prior to giving that interested bidder access to bid documents for their trade. Please let us know if the Non-Disclosure Agreement is necessary for this particular project, since the maintenance building is mainly an office/workshop building that is located Landside, not Airside.
   **Answer:** The Non-Disclosure Agreement is necessary for this Project.
4. **Question:** Would it suffice if we notify and provide Non-Disclosure Agreements to every prime subcontractor we request bids from, and not necessarily require the signed form to be returned before providing the interested bidder access to the bid documents?
   **Answer:** No. No change to the Contract Documents.
5. **Question:** Please confirm if we need to account for Builder’s Risk Insurance coverage or if such expense will be by the County through the Owner’s Controlled Insurance Program.
   **Answer:** This project will have Builder’s Risk covered under the County’s OCIP program.
6. **Question:** During the pre-bid meeting the A/E representative(s) mentioned that only a portion of this project is located on the airside where badging of GC personnel and subs’ employees is required. Can you please confirm that in writing and/or issue a marked drawing to clearly indicate the area(s) that are located airside?
Answer: Sheet K0.10 identifies the airside work location. In addition, equipment listed for the Carpenter, Welding, Plumbing and Electrical shops, specification section 11900- Relocation of Existing Equipment, is also considered airside. Total number of employees badged will be at the discretion of the GC.

7. Question: At Pre-Bid Conference it was discussed that per the CEI Report the contamination of site are unknown and there is insufficient information to establish actual dewatering costs at this time, therefore, the Dewatering Scope of Work should be implemented under an Allowance. Please provide further information on this Allowance Account.
Answer: Cost of all dewatering shall be included in the base bid without provision for contaminated ground water discharge treatment and/or removal. If during construction, it is determined that contaminated ground water discharge needs to be treated and/or disposed off-site, that portion of the cost shall be paid for by the owner's contingency allowance. Cost for dewatering plan and required permitting shall be included in the base bid.

8. Question: Please provide As-builts of existing building foundations to be demolished/removed. Not possible to price the demolition and removal without knowing type of structure that is existing.
Answer: All available drawings for the demolished facility are being issued with this addendum. The accuracy of these drawings has not been verified. Bidders shall review the drawings and site conditions and make appropriate judgment as to the value of the demolition work. Bidders will be responsible for removal of all existing foundations, utilities, and other above grade / underground items presently located on site without any additional compensation.

9. Question: Referencing Specification Section 03350, Paragraph 3.6.C, identify which second level Precast Wall Areas are to have polished concrete.
Answer: All exterior 2nd floor office pre-cast panels are to receive a polished concrete finish.

10. Question: Specifications call for conduits and junction boxes required for the Building Automation System are to be provided by the Electrical Subcontractor with pull string; per Johnson Control, they will install their own conduits and boxes under the Allowance proposal. Please clarify.
Answer: Johnson Control will install conduits and junction boxes under their allowance account.

11. Question: Overhead door 140 is to be installed at metal stud partition; please confirm additional reinforcement will not be required at jambs and header for support of door frame.
Answer: See revised structural drawing 8/S-8R1 for structural steel size, connections, and footing information.

12. Question: Detail 5/S-7 and 13/A0.15 call for linear drain at bottom of Ramp; does this drain need to be connected to Storm Drainage System as no connection is shown on Civil Drawings.
Answer: No need for Storm drainage connection. This drain is to remove water collected below ramp slab surface within the drainage mat layer.

13. Question: Spandrel Panels OSP-2000 and OSP-2001 can be supported by Wall Panels OSP-5 and OSP-3 on one side- what supports the Spandrel Panel on the other side?

14. Question: 1/A0.15 calls for 6 Bike Racks, there are 8 shown on Sheet A0.16. How many Bike Racks are to be provided?
Answer: Provide (8) eight bike racks as per A0.16.

15. Question: Referencing Sheet A1.12A designation for areas to receive "SPRAYED CEILING WITH R-19 INSULATION" and areas to receive "SPRAYED-ON INSULATION (R-19) WITH INTUMESCENT PAINT FINISH" appear to be the same. Please clarify which areas receive insulation only and which areas receive insualtion and intumescent paint?
Answer: Provide exposed SPRAYED-ON INSULATION (R-19) WITH INTUMESCENT PAINT FINISH above occupied rooms MS109 (Sign Shop) and MS108 (Electrical Technology Shop). Provide concealed SPRAYED CEILING WITH R-19 INSULATION below all second floor office areas...
overhanging past the first floor exterior wall. This includes EX106 (Outdoor Seating Area and areas above the sidewalks on the east and west sides of the building.

16. **Question:** Structural Drawings Detail A/S-1 calls for steel channel 12’ high at jambs of Overhead Doors, Architectural Detail J09/H09 call for steel corner guards. Confirm Structural to be correct.
   **Answer:** Provide steel channel as per structural drawing. Refer to detail A/S-1.

17. **Question:** Detail 6/A9.22 references you to Structural Drawings for information on 4” x 8’ Tube steel? Clarify this requirement in Structural Drawings.
   **Answer:** See revised Structural drawing S-12BR1 (OSP-6).

18. **Question:** Sheet A1.10B shows 7 Bollards at Mechanical Yard; these are not shown on Sheet C-16. Are these bollards required?
   **Answer:** Yes. Provide 7 bollards as per sheet A1.10B

19. **Question:** Details 6, 7, 8 and 9 show 4”x 8”x ¾” tube steel for support of Sun Screens, Structural Sections call for 12” x 8” tube steel at 1, 2, 3 and 4/ S-10. Please confirm size of tube steel and provide specification on thickness and connection Details to panels.
   **Answer:** Provide a 8” x 12” x 3/8” tube steel as per S-10. See connection details on revised Structural drawings L/S-24R1.

20. **Question:** FP1.10A refers to Civil Plans for fire service Double Check Backflow Preventer and Fire Department Connection. Civil Drawings does not address this work; please clarify scope of work in Civil Drawings.
   **Answer:** The double detector check is located on sheet WM-8.03 (R1), station 305+50 and are placed prior to the line being divided around building. Refer to revised sheet C-19R1 for Fire Department connection.

21. **Question:** Unable to find Structural Panel Elevation for Panels along Grid Line Q as shown on Section 7/S-8
   **Answer:** Panel elevation for panels along grid line Q are shown on sheets S-16 and S-16A. See revised structural drawing Sheet S-19AR1 for panel elevation OP-203 which is located along grid line R.

22. **Question:** Unable to find Structural Panel Elevation for Panels PSP-1, PSP-2 and PSP-3 at Stair #3.
   **Answer:** See revised structural drawing. Sheet S-16BR1

23. **Question:** Panels PP-17 and PP-18 are not identified in Panel Structural Elevations.
   **Answer:** Panel PP-17 and PP-18, are the same as PP-2/3, PP-7/8, PP-10/11, PP-20/21, PP-24/25 shown on sheet S-16.

24. **Question:** Section A-A Sheet C-16 calls for Concrete Pavement to bear on 12” stabilized subgrade; Details 1, 2, 3, 4 & 5 on Sheet C-17 shows Concrete Pavement bearing on 6” limerock base, which is bearing on the 12” stabilized subgrade. Please clarify which Detail to be correct.
   **Answer:** The concrete pavement shall bear on the 12” stabilized subgrade.

25. **Question:** Being that it is not possible during the Bid Period to determine existing conditions of the Off-Site Drainage Network as shown on Sheet C-4, we recommend an Allowance be established, and once a complete investigation of this system can be performed to determine extent of clean-up required, actual costs can then be charged against the Allowance.
   **Answer:** The intent is to simply have the system cleaned by jet-vacuum or other means. Structural repairs are not anticipated or expected. Include work in the base bid based on the linear footage and size of the pipe existing on site.

26. **Question:** There does not appear to be a specification section for fuel work. Please confirm Specifications is limited to information shown on drawing F-1 to F-5.
   **Answer:** This is correct. All specifications for the fuel system are noted on sheets F-1 to F-5.

27. **Question:** Confirm all steel piping, fittings and valves are to be provided with threaded connections (drawings appear to indicate welded) and of American manufacturer.
Answer: Yes, all steel piping, fittings and valves are to be provided with threaded connections, and of American manufacturer.

28. **Question:** Are tanks to be re-painted/re-labeled once re-located?
   **Answer:** Contractor is to re-label the tanks, but no re-painting is required.

29. **Question:** Are any pipe sleeves required where piping penetrates concrete floors or building walls?
   **Answer:** Fuel piping only passes through outdoor slabs or walls. No building walls. Therefore, no pipe sleeves are required.

30. **Question:** Dual hose dispensers require pulsars to communicate with fuel management system. Drawing F-2 Item #3 should read 9153KXTW2CX
   **Answer:** Yes, dispensers need 10:1 pulsars.

31. **Question:** Red Jacket control panel shown on E2.01a is not shown on equipment list on F-2.
   **Answer:** Provide as per E2.01a.

32. **Question:** Should some flow limiting device (needle valve) be installed in the line to the emergency generator fuel tank to limit fuel output?
   **Answer:** The globe valve on the supply line to the day tank serves this purpose. The globe valve must be adjusted by the Contractor so flow is reduced to 4gpm as seen on the flow meter.

33. **Question:** Drawing F-3 calls for a OPW DS-1123 below ground sump while on drawing F-2 the diesel fuel system equipment list calls for a Bravo B-8600-2p above grade sump. Please indicate what type of sump is to be installed.
   **Answer:** Provide OPW DS1123 below grade sump as shown on sheet F-3.

34. **Question:** E2.01a detail 2: Alarm Box and Solenoid Valve are “Floating”. Please explain what these items connect to, if anything.
   **Answer:** Alarm Boxes mount on the exterior of the respective fuel tanks via field installed Uni-strut assemblies and are wired to the internal tank float switches. The alarm boxes are also wired to the remote VEEDER Root Console for monitoring purposes. The solenoid valves are integral to the fuel tanks.

35. **Question:** Is any training (FuelMaster/VEeder Root etc.) of facility personnel required?
   **Answer:** Yes. See specification section 01820.

36. **Question:** Wiring diagram shown on E2.01a Detail 3 does not show output from FuelMaster pedestal to either an onsite computer or network server (which would contain FuelMaster software). Please indicate where this is located so conduit run can be calculated. This is CAT 5 wire.
   **Answer:** Provide CAT 5 wiring in a 1"C which shall be routed underground from the fuel master and terminate at the BCAD Building Security Room (IT) for extension by BCAD personnel to the proper head end equipment. Cable between dispensers and Fuel master shall be Belden cable and not a CAT 5 Cable.

37. **Question:** Is the fuel system contractor supposed to include costs of FuelMaster startup/commissioning (i.e., termination of wires @ FuelMaster console / software installation & setup / testing of system / training of BCAD employees) or will all of this cost/work scope be carried by BCAD?
   **Answer:** Yes, refer to specification section 01820 (Demonstration and Training).

38. **Question:** Solenoid Valves on E2.01a detail 2:
   a. The two solenoid valves (assuming these are diesel tank) are shown to be receiving power from both the Veeder Root and FuelMaster?
   b. Please clarify power source as FuelMaster for one solenoid (authorization of Fuelmaster will open the solenoid)
   c. The second solenoid on the diesel tank should be receiving power input from the day tank (low fuel level from the daytank will open the solenoid)
   d. The third solenoid valve (assuming unleaded tank) is receiving power from the FuelMaster. This is OK.
   e. The 4th solenoid (tied into an “Alarm Box”) appears to be “floating”. Please confirm this has no use.
Answer: (1) Diesel fuel solenoid shall be wired to the Fuel Master and (1) diesel fuel solenoid shall be 
 wired to the day tank. The Unleaded Fuel solenoid valve shall be wired to the Fuel Master. The fourth 
solenoid is not required and should be deleted.

39. **Question:** Please confirm how diesel pump will be turned “on/off” to fill the daytank? The solenoid will 
 open the flow path at low level but the pump needs to be turned on to transfer fuel. 

**Answer:** Sequence of operation:
1. Day tank flow switch activates diesel STP (pump running).
2. Day tank should have solenoid valve on supply line connection at day tank that opens via Time 
 delay relay (after 5 seconds) to give time for Red Jacket leak detector to perform test. STP and 
solenoid valve on top of tank should turn on at the same time after the 5 second delay.

40. **Question:** Tank Overfill Alarms on E2.01a Detail 2: We are assuming AB (Alarm Box) is item 18 and 
 12 (Overfill Alarm and Acknowledgment Switch) shown on equipment details for Unleaded and Diesel 
 Fuel Systems on Drawing F-2. Please confirm this. If this is the case only 1 alarm box is necessary as 
it serves both tanks being powered through the Veeder Root. 

**Answer:** Yes assumption is correct; AB (Alarm Box) is item 18 and 12.

41. **Question:** If AB above is the Overfill Alarm and Acknowledgement Switch the two Tank overfill alarms 
on the left side of panel LSA should be removed. 

**Answer:** Two overfill alarms are required – one for each tank mounted next to the tank’s respective 
remote fill.

42. **Question:** This alarm is not shown on the mechanical or electrical drawings. Where is it to be located 
so that power and wiring distances/costs may be calculated by the electrical subcontractor. 

**Answer:** Electrical contractor shall secure Alarm Boxes to Unistrut components mounted atop the 
respective fuel tank nearest the overfill sensor. Contractor shall coordinate with the fuel tank 
vendor/contractor for the exact location prior to electrical contractor’s rough-in.

43. **Question:** On the Second Floor Plan, S-12, along grid line 5.5; there is a section cut 4/S-12. This 
section does not exist, please provide it. 

**Answer:** Second floor plan: 4/S-12 shall read A/S-12 similar, Roof plan: 4/S-12 section cut to be 
deleted.

44. **Question:** Are we to include any Vertical Louver Blinds, as described in Section 12492 of the 
Specifications Manual? If so, could you please identify the openings for which we need to account for 
such items? 

**Answer:** Yes, Contractor is to provide vertical louvered blinds as per specification section 12492. All 
windows (interior and exterior) are to receive vertical louver blinds EXCEPT for window type W1 and 
W1a.

45. **Question:** Please confirm if the generator electrical accessories are above the 100-Year flood plain. 
Also, please confirm that flood-panels will not be required for any of the ground floor storefront and/ or 
doors openings? 

**Answer:** This project lies in a Zone X-7.0, finish floor elevation is at 11.5’, and generator slab is at 
11.35’, so no flood panels are required and all electrical accessories are above the 100-yr flood plain.

46. **Question:** Addendum No. 1 lessened the Contractors self-performance requirement to a minimum of 
15%. Could you expand about the extent of the “self-performance” term? Are you willing to ease the 
minimum self-performance requirement? 

**Answer:** The self-performance requirement of 15% will remain as per Addendum No. 1. Project 
supervision/administration does count towards this 15% requirement. Self-performed work is all work 
not performed by a subcontractor.

47. **Question:** Per CEI’s Preliminary Evaluation of Dewatering (dated December 13, 2012), it is unlikely 
that the contamination levels at the four surrounding sites will affect any planned dewatering activities 
at the site during construction. If the aforementioned report is not to be considered as part of the 
Contract Documents (please refer to Section 02020 of the Specifications Manual), how can we properly
plan and account for any on-site and/or off-site special provisions that might be required to treat and discharge ground water resulting from dewatering activities? Could you provide us with copies of phase I and phase II Environmental Site Assessment reports if any?

Answer: Cost of all dewatering shall be included in the base bid without provision for contaminated ground water discharge treatment and/or removal. If during construction, it is determined that contaminated ground water discharge needs to be treated and/or disposed off-site, that portion of the cost shall be paid for by the owner’s contingency allowance. Cost for dewatering plan and required permitting shall be included in the base bid.

48. Question: Who is responsible for supplying the stainless steel ice-makers and dispenser bins? Key-Notes at Architectural Floor Plans differ from responsibility matrix information at Architectural Equipment Floor Plans. Please clarify.

Answer: Refer to sheet A1.13B items no. 47 and 63. Contractor to provide and install Refrigerators and icemaker / bin.

49. Question: Please confirm water closet types desired for restrooms #M0116A and M0109A. Floor plan P1.11B indicates WC-3 & WC-4 while enlarged floor plan P2.10 indicates WC-2 & WC-3.

Answer: WC Fixtures on the first floor will be floor mounted, therefore they are WC-1 and WC-2. WC Fixtures on the second floor are wall mounted and will be WC-3 and WC-4.

50. Question: Please provide detail for how 6" storm piping is to be terminated on the parking level. Reference P1.20A for vertical piping and A1.21A which indicates "formed concrete trench" but not drain.

Answer: Refer to details 5 and 6 on Sheet A5.21. Storm drain pipe is to terminate with a roof drain w/integral membrane clamp. Provide roof drain RD-1 at each location where 6" ST DN is shown on the parking deck plans.

51. Question: Detail 9/P4.20 indicates hose reels by owner. Please confirm this is correct.

Answer: Water hose to be provided by Owner. Air Hose is to be provided by Contractor. See specification section 15211.2.8.A.

52. Question: Detail 1/P4.20 indicates air admittance valves located in a wall. This is not permitted by code. Please provide new location for these valves or if access panels should be provided within the wall.

Answer: Contractor shall provide access panels.

53. Question: Detail 15/A3.13 indicates 3-5/8" 18 gauge metal framing for the exterior stucco ceiling. Detail 9/A3.12 indicates 3-5/8" 20 gauge metal framing for the exterior stucco ceiling at the outdoor seating area. Please confirm what gauge framing material should be used on all exterior stucco ceilings.

Answer: All exterior stucco ceilings are to have 3-5/8" 18 gauge metal framing.

54. Question: Spec section 09250 #2.2, L., 1 indicates a minimum base metal thickness of 0.0312 inch. This is the spec for conventional 20 gauge drywall studs which are no longer a stock item and cost 45% more. Is it acceptable to use the 20 gauge eq drywall studs such as the Clarke Dietrich Pro Stud 20 as long as they meet the limiting height requirements of 5 psf L240?

Answer: Standard 20 gauge studs are acceptable for non-tiled walls. Walls with tile finish are required to meet 5 psf / L360.

55. Question: Please refer to drawing A8.40. Typical exterior perimeter wall details W106, W107, W109 indicates 3" 25 gauge Z furring 16" OC without drywall attached to them. We're unsure as to the purpose of this framing/furring as the insulation is adhered directly to the tilt-wall panel. Please confirm if the Z furring is required.

Answer: 3" 25 ga Z furring is omitted. Typical interior framing for exterior wall panels is as noted below:

a. 1 5/8" 25 gauge metal studs 16" o.c. fastened to concrete wall with clip angles spaced at 4'-0" vertically and 4'-0" horizontally. Extend to 6" above ceiling.
56. **Question:** We anticipate an FAA crane permit will be required. What is the maximum allowable boom height?  
**Answer:** Maximum allowable crane height shall not exceed 100'-0" AGL. See FAA letter for obstruction marking requirements.

57. **Question:** Will the value of the contractors general conditions contribute toward the 15% self perform requirement?  
**Answer:** Project supervision/administration does count towards the 15% requirement. Self-performed work is all work not performed by a subcontractor.

58. **Question:** Sheet A3.22 shows one note calling for clear anodized railings and another calling for powder coat. Please confirm.  
**Answer:** All stair railings are to have Clear Anodized finish.

59. **Question:** There has been no information provided as to the thickness of the slab, size of footings, size and quantity of pad footings, etc. for the demolition of the existing slab and foundations. Can this item be an allowance?  
**Answer:** All available drawings for the demolished facility are being issued with this addendum. The accuracy of these drawings has not been verified. Bidders shall review the drawings and site conditions and make appropriate judgment as to the value of the demolition work. Bidders will be responsible for removal of all existing foundations, utilities, and other above grade / underground items presently located on site without any additional compensation.

60. **Question:** The dewatering requirements associated with the new water line are somewhat ambiguous in terms of the contractor providing engineered dewatering plan including pollution controls and the possibility of drawing in contaminated water from adjacent properties. Can this item also be an allowance?  
**Answer:** Cost of all dewatering shall be included in the base bid without provision for contaminated ground water discharge treatment and/or removal. If during construction, it is determined that contaminated ground water discharge needs to be treated and/or disposed off-site, that portion of the cost shall be paid for by the owner's contingency allowance. Cost for dewatering plan and required permitting shall be included in the base bid.

61. **Question:** We could not locate the specification/detail for the operable partition for Conference Rms 1&2  
**Answer:** Refer to attached specification section 10651 (Addendum No. 2 – 4/17/13) Operable Panel Partition.

62. **Question:** Spec Section 12510 – Office Furniture Part 1.2 notes specified furniture to be included as an Alternate but is not indicated as an Alternate on the Bid form and the Alternate section 1230. Please confirm.  
**Answer:** Office furniture is to be included in the base bid, as per 01025 1.6.A.1.

63. **Question:** Please clarify the finish desired for the Architectural Precast Panels to be provided under Section 03450, and identify which panels belong to this section. Is this limited to the second floor office panels that are supported by 2nd Floor and Roof Soffit Beams? Specification 03450 mentions pre-finished colors, this will result in significant difference between and Architectural Precast Panels and the Tilt-Up Panels which per specification 09900 are to receive 2 coats of Waterproofing Sealer, one coat of Texture and 2 coats of paint.  
**Answer:** All exterior 2nd floor office pre-cast panels are to receive a polished concrete finish.

64. **Question:** Referencing Rooms MS106C and MS106B, Finish Schedule calls for Drywall ceiling at Elevation +15', and Panels PP50, 51 & 52 go up to elevation +14'? What type of structure is to be provided at these rooms?  
**Answer:** Install drywall ceiling to the underside of structure.
65. **Question**: Please advise the project duration from the second Notice to Proceed to Substantial Completion.
   **Answer**: Reference page 18, Section 2 - Summary of Terms and Conditions of the Construction Contract Documents.

66. **Question**: Please advise the required duration from Substantial Completion to Final Completion.
   **Answer**: Reference page 18, Section 2 - Summary of Terms and Conditions of the Construction Contract Documents.

67. **Question**: Please confirm there are no liquidated damages since none are identified in the Special Conditions.
   **Answer**: Reference page 18, Section 2 - Summary of Terms and Conditions of the Construction Contract Documents.

68. **Question**: Please confirm the Owner will provide all on site materials testing for soil proctor, soil density, concrete cylinder breaks, weld testing, and steel bolt testing, and that these costs shall not be included in the bid amount.
   **Answer**: Refer to attached specification section 01400 (Addendum No. 2 – 4/17/13) – Quality Control Services.

69. **Question**: Please confirm the Owner will pay separately for all utility meter and impact fees and that these costs shall not be included in the bid amount.
   **Answer**: Yes, these costs will be paid through an allowance account.

70. **Question**: Specification Section 01020 identifies Bid Item No. 17 as "Fire Alarm System Software Allowance" and the Bid Tender identifies Bid Item No. 17 as "Fire Alarm System Allowance". Please confirm the allowance is for software and programming, and all hardware and wiring shall be included elsewhere in the bid.
   **Answer**: Refer to section 01025 1.6.A.4.

71. **Question**: Plan C-20, the 12" DIP watermain leads northward and does not show a continuation or how it terminates. Does the 12" watermain tie into an existing line or is it being capped off for future use?
   **Answer**: Refer to Sheets WM-1.01 through WM-11.03 (Water Main Installation by EAC) for continuation.

72. **Question**: Drawing P1.11B shows the water closets for the Men's Restroom M0116A & Women's Restroom M0109A to be WC-3 and WC-4. Drawing P2.10 and the Isometrics are showing the water closets to be WC-2 and WC-3. Please advise which water closets are to go the these restrooms.
   **Answer**: WC Fixtures on the first floor will be floor mounted, therefore they are WC-1 and WC-2. WC Fixtures on the second floor are wall mounted and will be WC-3 and WC-4.

73. **Question**: There appears to be no specifications on the underground sanitary piping for the oil side. Please confirm this to be PVC DWV as well.
   **Answer**: Yes, PVC type DWV is acceptable.

74. **Question**: Is the a detail on how the 6" storm piping is to terminate on the parking garage level? The drains appear to be not specified well for this area.
   **Answer**: Refer to details 5 and 6 on Sheet A5.21. Storm drain pipe is to terminate with a roof drain w/ integral membrane clamp. Provide roof drain RD-1 at each location where 6" ST DN is shown on the parking deck plans.

75. **Question**: The Plumbing Schedule gives a model number for hose reels but details on Drawing P4.20 state they are supplied by the owner. Please confirm who should be providing the hose reels.
   **Answer**: Water hose to be provided by Owner. Air Hose is to be provided by Contractor. See specification section 15211 2.8.A.

76. **Question**: The detail for the Air Admittance Valves indiate that the valves are enclosed with-in the wall. This is not permitted by code. Should access doors be provided at such locations and if so what type of material should be used?
   **Answer**: Contractor shall provide access panels.
77. Specification Section 09510 (Addendum No. 2 – 4/17/13) 2.4.2.c: Ceiling Grid Color shall be as follows: White for rooms with ACT-3 and Silver Satin for rooms with ACT-4.
78. All structural steel shall be hot dipped galvanized. See attached revised specification section 05120 (Addendum No. 2 – 4/17/13).
79. Allowance accounts have been identified for the following BCAD vendors; WSA Systems, Inc., Matrix Systems, Johnson Controls Inc., and MicroSecurity Systems, Inc. The cost of THEIR work will be paid for under their specific allowance account. The GC will be responsible for managing and coordinating their work and should include this cost within GC’s bid.
80. The cost of the security badges will be paid directly by the project. The GC will be responsible for the cost and time associated with the badging process.
81. Replace drawing WM 1.03 with revised drawing WM 1.03R1.
82. Replace drawing WM 7.00 with revised drawing WM 7.00 R1.
83. Replace drawings WM 8.01, 8.02, 8.03, 8.04 and 8.05 with revised drawings WM 8.01R1, WM 8.02R1, WM 8.03R1, WM 8.04R1 and WM 8.05R1.
84. Replace drawings WM 9.01 and WM 9.03 with revised drawings WM 9.01R1 and WM 9.03R1.
85. The revised and new Drawing Sheets and the revised Specifications referred to in this Addendum 2 are being delivered via Federal Express to the shortlisted bidders for delivery April 17, 2013.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ________________________________
ADDENDUM NO. 1

Solicitation No.: Z1125109C1
Solicitation Title: Maintenance Facility for the Aviation Department – Shortlisted Bidders Only

Date Of Addendum: March 28, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid or acknowledged on the Bid Tender Form. Failure of a Submitter to or acknowledge the addenda shall be cause for rejection of the bid.

Return Addendum with Bid Submittal or Acknowledge on the Bid Tender Form
Return Completed Revised Price Sheet with Bid Submittal
Other: ___________________

To all prospective bidders, please note the following changes and clarifications:
Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, April 24, 2013 at 2:00 p.m.
2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is fourteen (14) calendar days prior to the Bid Opening Date as stated in Section 2: Instructions to Bidders, Item 2, Paragraph 2.
3. Construction Contracts Documents Bid No. Z1120101C1 have been revised to read the correct solicitation number Bid No. Z1125109C1.
4. Electronic Documents (CD) have been replaced in their entirety, by Bid No. Z1125109C1, Addendum No. 1 Electronic Documents – dated March 28, 2013 please coordinate delivery/pick-up with Staci Montefusco at smontefusco@broward.org

REQUEST FOR INFORMATION:

Question: In Step 1, shortlisting of bidders, of this Solicitation there was not a "self-perform" requirement for the GC. The current Invitation for Bid requires that the GC self-perform 25% of the contract price. Please confirm if this self-perform requirement will be waived for this bid.

Answer: Article 20.6 Subcontracts: CONTRACTOR shall perform the Work with its own organization, amounting to not less than the 25% 15% percent shown on in the Summary of Terms and Conditions.
Question: During the pre-bid meeting on March 26, 2013 we were told the project information is strictly confidential to the preselected GC-s and any other subcontractors/vendors may have access to this information after agreeing and signing on a disclosure form as provided by the County. Can you please provide the form so that we can share the project documentation with our subcontractors and vendors?

Answer: See Paragraph 3 on the Non-Disclosure Agreement, Attachment “A” of Addendum No. 1 which provides:

“I understand that the terms of this Agreement extend to the Firm's employees, consultants, sub consultants, subcontractors, and agents, and I agree to take affirmative steps to insure that all involved in Firm's preparation of the bid are aware of, execute a separate Non-Disclosure Agreement prior access to the documents, and comply with the terms of this Agreement”.

Question: We need to schedule a site visit with a selected list of our subcontractors during the first week of April with a tentative date of Wednesday, April 3, 2013. Please confirm that this is OK and what might be a good time for you during the morning to have the site visit and what other arrangements are needed for this?

Answer: The project site is landside so no special access is required. The project site is located at 3400 SW 2nd Avenue, Fort Lauderdale, Florida 33315. All shortlisted bidders are welcome to visit the site.

Question: The drawing cover sheet indicates that Cherokee Enterprise, Inc. is the Fuel Engineer for this project. Is this company allowed to bid as a subcontractor for the fuel work portion under this contract?

Answer: No, it is a conflict of interest for a consultant or sub-consultant providing professional design services to perform construction on its own design and to supervisor it in performing such work. Cherokee Enterprise, Inc. may not perform construction subcontracting work on this project.

All other terms, conditions and specifications remain unchanged for this bid.
ADDENDUM NO. 1 - ATTACHMENT “A”

NON-DISCLOSURE AGREEMENT
CONDITIONAL ACCESS TO BUILDING PLANS, BLUEPRINTS, DRAWINGS AND DIAGRAMS

The undersigned, individually and as an authorized representative of _________________, collectively the "Firm," is requesting conditional access to building plans, blueprints, schematic drawings, and diagrams, in order to prepare a plan, specifications, or bid in response to Broward County Solicitation No. Z1125109C1, Maintenance Facility at the Aviation Department.

Pursuant to Section 119.071 (3)(b), Florida Statutes, as may be amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Broward County, hereinafter the “documents,” are exempt from disclosure to the public.

I am a licensed architect, engineer, or contractor, or the Firm is a licensed contractor, and seeking conditional disclosure of the documents for the purpose of preparing a plan, specification, or bid. In consideration of my being granted such conditional access, I hereby attest and agree to the following:

(1) I understand the documents are being provided to me strictly on a need-to-know basis, for the sole basis of preparing a bid in response to the above referenced solicitation. I understand that unauthorized disclosure could compromise the security of the locations depicted in the documents. I agree not to make, nor permit the making of, any copies or reproductions of the documents.

(2) I will maintain the confidential status of the documents. I will protect the documents and the information contained therein from unauthorized disclosure, and will keep all documents safe, secure, and confidential at all times in accordance with the terms of this Agreement and applicable state and federal laws.

(3) I understand that the terms of this Agreement extend to the Firm’s employees, consultants, subconsultants, subcontractors, and agents, and I agree to take affirmative steps to insure that all involved in Firm’s preparation of the bid are aware of, execute a separate Non-Disclosure Agreement prior access to the documents, and comply with the terms of this Agreement.

(4) If I am not selected for the subject solicitation, or if the solicitation is withdrawn, I shall return all documents to Broward County within twenty one (21) calendar days after recommendation for award or the withdrawal date, in accordance with the instructions provided in the subject solicitation bid document. I agree to return all documents in good condition, without any missing sheets or media.
(5) If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the documents, at which time I shall return all documents in good condition, without any missing sheets or media, to Broward County. I further understand that the willful disclosure of information to which I have agreed herein not to divulge may result in criminal and civil penalties as well as appropriate corrective action.

(6) I hereby agree to indemnify and hold harmless Broward County from any damage, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the documents by me. I also acknowledge that money damages would be both incalculable and insufficient remedy for any breach of this Agreement, and that any such breach would cause Broward County irreparable harm. In the event that any action or proceeding is brought against Broward County by reason of any such unauthorized use or disclosure of the document, I shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County. Accordingly, I also agree that in the event of any breach or threatened breach of this Agreement, Broward County, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

(7) I understand and hereby agree that no failure or delay by Broward County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

(8) I understand and hereby agree that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(9) I understand and hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law provisions thereof. I irrevocably and unconditionally:

   a) Agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in a court of appropriate jurisdiction in Broward County, Florida;

   b) Consent to the jurisdiction of each such court in any suit, action, or proceeding; and

   c) Waive any objection, which I may have to venue of any such suit, action, or proceeding in any of such courts.
I acknowledge that all provisions of this Agreement apply equally to both me, individually, and to the Firm, collectively.

ATTEST:

[Insert Name of Corporation]

By ____________________

Corporate Secretary

President/Vice-President

(Print/Type Name)

(Print/Type Name and Title)

(Corporate Seal)

OR

WITNESSES:

Signature

(Print/Type Name)

Signature

(Print/Type Name)
ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division’s website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is the responsibility of all potential vendors to monitor the Purchasing Division’s website for any changing information prior to submitting their reply.

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on “How to Do Business with Broward County – A Vendor’s Guide,” or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division
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SECTION 1: SCOPE OF WORK

The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

The Maintenance Facility for the Aviation Department project at Fort Lauderdale – Hollywood International Airport consists of a new multi-story 66,000 square foot; tilt wall facility to be located on the northeast side of the airport property adjacent to the fuel farm. The new facility will be comprised of office space, maintenance work bays, storage for materials and equipment, fueling station (two 12,000 gallon tanks) and onsite employee/visitor surface and rooftop parking. The project will also require complete site work improvements including lighting, landscaping, drainage and underground storage tanks.
SECTION 2: INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

1. Examination of Contract Documents and Site: It is the responsibility of each Bidder before submitting a Bid, to:
   
   1.1. Examine the Contract Documents thoroughly;
   
   1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
   
   1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
   
   1.4. Study and carefully correlate Bidder’s observations with the Contract Documents; and
   
   1.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. Pre-Bid Interpretations: Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY in writing. Bidder shall submit all questions by e-mail to: Michal Durden, Purchasing Agent III at mdurden@broward.org and Staci Montefusco, Project Manager III at smontefusco@broward.org

Interpretations or clarifications considered necessary by the COUNTY in response to such questions will be issued by COUNTY by means of addenda. Written questions should be received no less than fourteen (14) calendar days prior to the date of the bid opening. There shall be no obligation on the part of COUNTY to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. Addenda and Modifications: Bidders are responsible for checking the COUNTY’s website (www.broward.org/purchasing) for additional information and addenda. COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening date, or less as stated in addenda. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents. Bidders shall be responsible for obtaining, reviewing and executing each addendum. Bidders shall be responsible for notifying COUNTY of any issues in each addendum within seven (7) business days of issuance and prior to submittal of bid response.
4. **Submission of Sealed Bids:** All bids must be received at the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder's delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier, shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy of executed bid document in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

Bid No. Z1125109C1, will be received by the Board of County Commissioners, Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 until 2:00 p.m. on Wednesday, April 24, 2013 at which time bids will be publicly opened and read thereafter.

5. **Pre-bid Conference and Site Visit:** There will be a Pre-bid Conference and Site Visit on Tuesday, March 26, 2013, at 1:00 pm at Broward County Aviation Department, Facilities Maintenance Division, Conference Room, 3545 S.W. 2nd Avenue, Fort Lauderdale, FL 33315 Attendance at the Pre-bid and Job Site Visit is highly encouraged and recommended as a source of information but is not mandatory.

6. **Cone of Silence Ordinance:** In accordance with Section 1-266, of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

6.1. For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

6.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

6.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the
7. **Printed Form of Bid**: All bids must be made upon the blank Bid Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

8. **Postponement of Date for Opening of Bids**: COUNTY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) calendar days written notice of any such postponement to each prospective Bidder.

9. **Acceptance or Rejection of Bids**: COUNTY reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Bidder may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.

10. **Waiver of Technicalities or Irregularities**: The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.

11. **Determination of Award**: Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates(optional items) as COUNTY determines to be in its own best interests. In the determination of the lowest bid, the COUNTY reserves the right to provide for a local preference in accordance with Ordinance No. 92-11 as applicable. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.

12. **Tie Bids**: If two or more bidders are tied, the tie will be broken and the successful vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.

13. **Evaluation**: An interim performance evaluation of the successful CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful CONTRACTOR for future bids with the COUNTY.

14. **Contract Price**: The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.
15. **Qualifications of Bidders:** Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY. Refer to Instructions to Bidders Supplement for additional requirements of Bidder's qualifications (if applicable).

In determining a Bidder's responsibility and ability to perform the Contract, COUNTY has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

16. **Environmental Regulations:** Pursuant to the Broward County Procurement Code, COUNTY reserves the right to consider a Bidder's history of citations and violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of COUNTY. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify COUNTY immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.

17. **Dun & Bradstreet Report Requirement:** The COUNTY may review the bidder's rating and payment performance to assist in determining a bidder's responsibility when being evaluated for a contract award.

18. **Commonly Asked Questions (CAQs):** General questions submitted by bidders requesting clarifications or non-material information may be answered by Commonly Asked Questions. A separate document link will be posted on the Purchasing Division’s website in conjunction with the bid solicitation. A CAQ is for informational purposes only and does not have to be acknowledged with the bid submittal. If CAQ is issued, Bidders should check Commonly Asked Questions frequently for any updates (document will be regularly updated as needed).

19. **Prevailing Wage Rates:** as applicable, one of the following wage rates shall apply:

   19.1. **Prevailing Wage Rates:** On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars ($250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (refer to Exhibit 1).

   19.2. **Davis-Bacon Wage Rates:** Not applicable for this solicitation.

20. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, COUNTY, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of
other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.

21. Protested Solicitation and Award: Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

21.1. Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the COUNTY within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

21.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the COUNTY within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.

21.3. Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

21.4. For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest. As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY’s estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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<tr>
<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
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<td>$1,000</td>
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<td>$500,001 - $5 million</td>
<td>$3,000</td>
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<td>Over $5 million</td>
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The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY’s estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of County Commissioners.

22. **False Claims:** In accordance with the COUNTY’s False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful bidder must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the COUNTY. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.**

23. **Public Bid Disclosure Act:** Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction are identified in Section 6: Public Bid Disclosure Act. Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.

24. **Certification, License and Registration Requirements:** The certification, license and registration requirements for this project are identified in Section 5.

25. **Office of Economic and Small Business Development (OESBD) Requirements:** as provided for in Section 4, OESBD will review bidder’s submission for compliance to the participation goal established for this Contract or demonstration that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid.

26. **Bid Guaranty Requirement:** All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in the Contract General Conditions, or by cash, money order, certified check, cashier’s check, Bid Guaranty Form, Unconditional Letter of Credit (form available upon request), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond/Guaranty and Payment Bond/Guaranty and evidence of required insurance (or enrollment into OCIP) within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond/Guaranty, Payment Bond/Guaranty and Certificate(s) of
Insurance (or enrollment into OCIP), within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY’s Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

27. Domestic Partnership Act Requirements: Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011-26 has been amended to require all Contractors contracting with Broward County in an amount over $100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. The Domestic Partnership Certification should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County’s request.

28. Local Preference: In accordance with Section 1-74 through 1-80 Broward County Code of Ordinances, as amended, and Section 21.31.a of the Broward County Administrative Code, as amended, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise prohibited by federal or state law or other funding source restrictions, when there is an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid, each will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid. Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

29. State of Florida Division of Corporations Requirements: It is the vendor’s responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations. The COUNTY will review the vendor’s business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.

30. Local Business Tax Receipt Requirements: All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of
County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm’s Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

31. **Drug-Free Workplace Certification:** Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification Form should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your firm unqualified and ineligible for award.

32. **Non-Collusion:** By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. The Bidder should complete and submit the Non-Collusion Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

33. **Non-Certified Subcontractors and Suppliers:** CONTRACTOR shall within five (5) calendar days of the COUNTY’s request, or prior to award of the Contract, whichever occurs first, notify COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the Vendors List (Non-Certified Subcontractors and Suppliers Information) Form properly filled out with each subcontractor’s information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of $50,000 or more. CONTRACTOR shall provide the COUNTY with the Final List of Non-Certified Subcontractors and Suppliers Form as part of CONTRACTOR’s Final Payment package.

34. **Lobbyist Registration Certification:** A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall certify that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for convenience. The Bidder should complete and submit the Lobbyist Registration Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

35. **Scrutinized Companies List:** Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.
36. **Trench Safety Act:** (if applicable) If the Bid Tender Form is marked, the Bidder should complete and submit the Trench Safety Act Form, with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

37. **Insurance Requirements:** The insurance requirements for this project are identified in the Instructions to Bidders Supplement, Section 7.

   37.1. **OCIP Certification:** Bidder should submit an Owner Controlled Insurance Program Certification with bid submittal, but must submit within five (5) business days of County’s request. Vendor assumes full responsibility to read, understand, and comply with all of the COUNTY’s insurance requirements and OCIP requirements as explained in the contract documents, the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual.

   37.2. **OCIP Enrollment:** within five business days of the COUNTY’s request, the recommended vendor for award shall complete the OCIP enrollment forms (OCIP Insurance Manual, AON Form-3) and submit them to the OCIP Administrator. The contract award shall be contingent upon AON’s review and the COUNTY’s Risk Management Division’s approval of the forms.

38. **E-Verify Program Certification:** Not applicable to this solicitation.
SECTION 3: INSTRUCTIONS TO BIDDER’S SUPPLEMENT

1. Airport Security Program and Aviation Regulations

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

(a) Operation of Vehicles on the AOA: Before the Contractor shall permit any employee of Contractor or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver’s licenses. In addition, any motor vehicles and equipment of 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.

(b) Consent to Search/Inspection: The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Contractor further agrees on behalf of itself and its subcontractor that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/ inspection form shall not be employed by the Contractor or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Contractor or by any subcontractors.

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.
2. Additional Requirements for Performance and Payment Guaranty – I595 Work:
In accordance with the technical specification section 16521, CONTRACTOR shall obtain a separate Performance and Payment Bond in the form required by the Contract Documents payable to FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) and COUNTY, in addition to the Performance and Payment Bond required for the Project.
SECTION 4: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
REQUIREMENTS

1. In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program is applicable to this contract. All bidders responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract. The assigned CBE participation goal for this contract is [25] %.

1.1. Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with bid submittal. If not provided with bid submittal, the bidder must supply information within three business days of the Office of Economic and Small Business Development’s (OESBD) request. Bidder may be deemed non responsible for failure to fully comply within stated timeframes.

1.2. CBE Program Requirements for Submitting Bids: a bidder should include in its bid a Letter of Intent for each certified CBE firm the bidder intends to use to achieve the assigned CBE participation goal.

1.3. CBE Program Requirements for Submitting Good Faith Effort: If a bidder is unable to attain the CBE participation goal, the bidder should include in its bid submittal, Application for Evaluation of Good Faith Effort and all of the required supporting information.

1.4. The bidder shall only address the base bid for CBE goal participation. No alternate/optional bid item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional bid item(s), the CBE participation goal for this bid shall apply to the alternate/optional bid item(s) recommended to be awarded. The County shall issue a notice to the apparent successful bidder requiring the bidder to comply with the CBE participation goal for the alternate/optional bid item(s); bidder shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the bid.

1.5. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by bidders at https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx

1.6. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx
SECTION 5: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE: Certified General Contractor;

OR

COUNTY: General Building Contractor – Class “A”
(Must be registered with the State)

Any work performed not within the scope of the above contract must be performed by a licensed contractor.
SECTION 6: PUBLIC BID DISCLOSURE ACT

Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fees a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction. The COUNTY identifies the following as applicable

The Aviation Department will pay for all permits and fees required by the Broward County.

 Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.
SECTION 7: INSURANCE REQUIREMENTS

1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), at least the minimum insurance coverage and limits set forth in Exhibit 2A: Sample Insurance Certificate for the project and in Exhibit 2B: Sample Insurance Certificate for I-595 Lighting Work. **OCIP is applicable to this Project for on-site work; refer to Special Provision 4B, Construction Contract Documents.**

1.1. Comprehensive Liability: with minimum limits per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and a minimum limit per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive or General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. COUNTY is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the COUNTY, by or on behalf of CONTRACTOR, or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY as an Additional Insured.

1.2. Business Automobile Liability: with minimum limits per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. Scheduled autos shall be listed on Contractor’s certificate of insurance.

1.3. Workers’ Compensation insurance to apply for all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. The policy must include Employers’ Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

1.4. If Excess Liability/Umbrella Insurance is provided, it is not subject to a minimum limit unless indicated. Such coverage may be used to satisfy the minimum liability limits indicated for Comprehensive or General Liability, Business Automobile Liability, Employers’ Liability, and other applicable liability policies; however, the annual aggregate limit shall not be less than the highest “each occurrence” limit for the underlying liability policy. If CONTRACTOR agrees to endorse COUNTY as an Additional Insured unless the policy provides coverage on a pure/true “Follow-form” basis.

1.5. Builder’s Risk or Equivalent Coverage (such as Property Insurance or Installation Floater): as applicable, is required as a condition precedent to the issuance of the second Notice to Proceed. CONTRACTOR shall provide “All Risk” Completed Value form Builder’s Risk Policy coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

1.5.1. For the peril of wind, the CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of
the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

1.5.2. For the peril of flood, the CONTRACTOR shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee. Flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

1.6. The COUNTY reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the CONTRACTOR's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).

1.6.1. If the COUNTY decides to purchase Property Insurance or provide for coverage under its existing insurance for this Project, then the insurance required to be carried by the CONTRACTOR may be modified to account for the insurance being provided by the COUNTY. Such modification may also include execution of Waiver of Subrogation documentation.

1.6.2. In the event that a claim occurs for this Project and is made upon the COUNTY's insurance policy, for other than a windstorm, CONTRACTOR will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

1.6.3. Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by COUNTY.

1.7. Pollution Liability or Environmental Impairment Liability: as applicable, including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. CONTRACTOR shall be responsible for all deductibles in the event of a claim.

1.8. Professional Liability Insurance: with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. CONTRACTOR shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the CONTRACTOR's certificate of insurance.

1.9. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished at least thirty (30) days prior to the date of their
expiration. COUNTY reserves the right to obtain a copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by COUNTY.

1.10. Notice of Cancellation and/or Restriction - The policy (ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

1.11. CONTRACTOR shall furnish to the COUNTY Certificate(s) of Insurance and endorsements or other evidence of insurance coverage such as: Declarations pages, or policies, required within fifteen (15) calendar days after notification of award. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is required by this Contract. The failure to provide the Certificate(s) of Insurance within time specified shall be the basis for the rescission of the contract award.

1.12. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

1.13. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise any insurance requirements at the time, not limited to deductibles, limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

FORM 1: BID TENDER

Print Name of Bidder: ________________________________

Date Submitted: ______________________

The Board of County Commissioners
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security permitted by COUNTY Procurement Code, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance/enrollment into OCIP.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.
The Bidder certifies that no principals or corporate officers of the firm were principals or
corporate officers in another firm at the time such other firm has the bidder, its principals,
oficers or predecessor organization(s) been debarred or suspended from bidding by any
government during the last three (3) years? If yes, provide details:

Acknowledgment is hereby made of the following addenda (identified by number) received since
issuance of the bid solicitation:

Attached is [check section that applies] a Bid Bond( ), Cash( ), Money Order( ),
Unconditional Letter of Credit( ), Treasurer’s Check( ), Bank Draft( ), Cashier’s Check( ),
or Certified Check ( ), No. ______________ Bank of
_________________________ Dollars ($_____________).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: ____________________________________________

City/State/Zip: ____________________________________________

Telephone/Fax No.: _________________________________________

Email Address: _____________________________________________

Federal Dun and Bradstreet No.: ________________

If a partnership, names and addresses of partners:

________________________________________________________________

________________________________________________________________

________________________________________________________________

1-24-2013
(Sign below if not incorporated)

WITNESSES: ________________________________

(Signature)

______________________________

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: ________________________________

(Type or Print Name of Corporation)

______________________________

(Signature and Title)

(CORPORATE SEAL)

______________________________

(Type or Print Name Signed Above)

Incorporated under the laws of the State of ________________
FORM 2: SCHEDULE OF PRICES BID
Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

**Base Bid Items**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Mobilization (Not to exceed 3% of total bid price)</td>
<td>$_________</td>
</tr>
<tr>
<td>02</td>
<td>Insurance (Not to exceed 3% of total bid price)</td>
<td>$_________</td>
</tr>
<tr>
<td>03</td>
<td>Payment Bond, Performance Bond (Not to exceed 3% of total bid price)</td>
<td>$_________</td>
</tr>
<tr>
<td>04</td>
<td>General Conditions (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>05</td>
<td>Demolition (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>06</td>
<td>New Maintenance Building (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>07</td>
<td>Site Work (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>08</td>
<td>Site Utilities (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>09</td>
<td>Landscape and Irrigation (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
<tr>
<td>10</td>
<td>Owner Equipment Relocation (See Section 01025 Measurement and Payment)</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Print Name of Bidder: ____________________________________________________________

1-24-2013
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Allowance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Restoration of Site and Other Costs</td>
<td>$_________</td>
<td>(See Section 01025 Measurement and Payment)  Lump Sum</td>
</tr>
<tr>
<td>12</td>
<td>Water Main Installation</td>
<td>$_________</td>
<td>(See Section 01025 Measurement and Payment)  Lump Sum</td>
</tr>
<tr>
<td>13</td>
<td>1-595 Lighting Work</td>
<td>$_________</td>
<td>(See technical specification 16521)</td>
</tr>
<tr>
<td>14</td>
<td>Permit Allowance</td>
<td>$25,000.00</td>
<td>(See technical specification 01020) (Agencies other than Broward County Board of County Commissioners)</td>
</tr>
<tr>
<td>15</td>
<td>Access Control System Allowance</td>
<td>$100,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td>16</td>
<td>Building Automation System Allowance</td>
<td>$225,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td>17</td>
<td>Fire Alarm System Allowance</td>
<td>$35,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td>18</td>
<td>CCTV Software &amp; Licensing Integration Allowance</td>
<td>$25,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td>19</td>
<td>Owner's Contingency Allowance</td>
<td>$250,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td>20</td>
<td>Dispute Panel Allowance</td>
<td>$90,000.00</td>
<td>(See technical specification 01020)</td>
</tr>
<tr>
<td></td>
<td>TOTAL BASE BID</td>
<td>$_________</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

Add Alternate Bid Items (See technical specification 01230)

Add Alternate Item No. 01
Concrete Pavement $_________ Lump Sum

Print Name of Bidder: ______________________________________________________

1-24-2013
Alternate Item: Alternate Item No. 1 may be awarded subject to the availability of funds and if determined to be in the best interest of the County. Award will be based on Total Base Bid Amount Items 1 thru 19 OR Total Base Bid Amount plus Alternate Item No. 1, OR any combination thereof, whichever the County determines to in its best interest. Bidder MUST bid on Alternate Item.

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification Form with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Item(s) 01, 02 & 03) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items 01, 02 & 03 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items 01, 02 & 03 will be moved into Pay Item 04; however, the total bid amount will not change.

Print Name of Bidder: ___________________________________________
### FORM 3: LETTER OF INTENT

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidder/Offeror Name:**

- Address: __________________
- City: ____________________
- State: ___________
- Zip: ________
- Authorized Representative: __________________
- Phone: ________

**CBE Subcontractor/Supplier Name:**

- Address: __________________
- City: ____________________
- State: ___________
- Zip: ________
- Authorized Representative: __________________
- Phone: ________

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

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
</tbody>
</table>

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

**CBE Subcontractor/Supplier Authorized Representative**

- (Signature) (Title) (Date)

**Bidder/Offeror Authorized Representative**

- (Signature) (Title) (Date)

---


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

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

CBE Letter of Intent July 2012
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)

PRIME CONTRACTOR

ADDRESS

TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: ______________________________________

PRINT NAME / TITLE: ______________________________________

DATE: ______________________________________
FORM 5: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1. What business are you in? 

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete any work awarded to you? If so, where and why?

3.1. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

PRINT NAME OF BIDDER: ____________________________

1-24-2013 Page 30 of 59
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER OF CONTRACT</th>
<th>TOTAL CONTRACT VALUE</th>
<th>DATE OF COMPLETION</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

7. What equipment do you own that is available for the work?

8. What equipment will you purchase for the proposed work?

9. What equipment will you rent for the proposed work?

PRINT NAME OF BIDDER: ____________________________

1-24-2013
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.


11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Respondent is:


11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):


11.3 The address of principal place of business is:


11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:


11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers


PRINT NAME OF BIDDER: ________________________________

1-24-2013
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

____________________________________________________________________

____________________________________________________________________

12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

____________________________________________________________________

____________________________________________________________________

12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

____________________________________________________________________

____________________________________________________________________

12.2 Under what conditions does the Respondent request Change Orders.

____________________________________________________________________

____________________________________________________________________

PRINT NAME OF BIDDER:                                                                     ____________________________
13. **LITIGATION HISTORY REQUIREMENT:** The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-13.5 above, a case is **not** considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified on the Litigation History Form.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. **Prior to making such determination,** the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER: ____________________

1-24-2013
FORM 6: LITIGATION HISTORY

<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff □  Vendor is Defendant □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Name</td>
<td></td>
</tr>
<tr>
<td>Case Number</td>
<td></td>
</tr>
<tr>
<td>Date Filed</td>
<td></td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td></td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil □     Administrative/Regulatory □</td>
</tr>
<tr>
<td></td>
<td>Criminal □       Bankruptcy □</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case</td>
<td>Pending □    Settled □         Dismissed □</td>
</tr>
<tr>
<td>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</td>
<td></td>
</tr>
<tr>
<td>Judgment Vendor's Favor □</td>
<td>Judgment Against Vendor □</td>
</tr>
<tr>
<td>If Judgment Against, is Judgment Satisfied? Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>Opposing Counsel</td>
<td>Name:</td>
</tr>
<tr>
<td>Email:</td>
<td>Phone number:</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: __________________________________________

1-24-2013
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County’s Domestic Partnership Act, (Section 16-1/2-157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County’s Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).

☐ The vendor’s price bid for the initial contract term is $100,000 or less.

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees’ spouses.

☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, __________________________, __________________________ of __________________________
(Name) (Title)
________________________ hereby attest that I have the authority to sign
(Vendor)
this notarized certification and certify that the above-referenced information is true, complete
and correct.

________________________
Signature

________________________
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____________, 20___

STATE OF ____________________ COUNTY OF ____________________

Notary Public (Print, type or stamp commissioned name of Notary Public)

My commission expires: ________________ (SEAL)

Personally Known ____ or Produced Identification ____
Type of Identification Produced: ________________
FORM 8: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   (i) The dangers of drug abuse in the workplace;
   (ii) The Bidder's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   (i) Taking appropriate personnel action against such employee, up to and including termination; or
   (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).
FORM 8: DRUG FREE WORKPLACE CERTIFICATION (continued)

__________________________________________
(Bidder Signature)

__________________________________________
(Print Vendor Name)

STATE OF ________________________
COUNTY OF ________________________

The foregoing instrument was acknowledged before me this _____ day of ___________________, 20___, by ____________________________ (name of person whose signature is being notarized) as ____________________________ (title) of ____________________________, (name of corporation/company), known to me to be the person described herein, or who produced ______________________ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

__________________________________________
(Signature)

__________________________________________ My commission expires: ____________________
(Print Name)

State of ________________________ at Large (SEAL)
FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION:

NOT APPLICABLE TO THIS SOLICITATION.
FORM 10: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the Contract is awarded to this vendor. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

NAME

________________________

RELATIONSHIPS

________________________

________________________

________________________

STATE OF FLORIDA )
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this _____ day of ________________, 20____, by __________________________ who is personally known to me or who has produced __________________________ as identification and who did/did not take an oath.

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

________________________________________________________________________

(NOTARY SEAL) (Signature of person taking acknowledgment)

________________________________________________________________________

(Name of officer taking acknowledgment - Typed, printed, or stamped)

________________________________________________________________________

(Title or rank)

________________________________________________________________________

(Serial number, if any)

1-24-2013
FORM 11: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and

b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

1. _____It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.

2. _____It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.

STATE OF ________________________

__________________________ (Vendor Signature)

COUNTY OF ________________________

(Please Print Vendor Name)

The foregoing instrument was acknowledged before me this ___day of ____________, 20___, by

__________________________ as ____________________________ of _______________ (Name of person who’s signature is being notarized) (Title)

__________________________ known to me to be the person described herein, or

__________________________ of __________________________ (Name of Corporation/Company)

who produced __________________________ as identification, and who did/did not take an oath.

(TYPE OF IDENTIFICATION)

NOTARY PUBLIC:

__________________________ My commission expires: __________

(Signature)

__________________________ (Print Name)
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION:

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual.

2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers' compensation and employer's liability insurance, commercial general liability insurance, excess liability insurance, builder's risk insurance, U.S. Longshoremen & Harbor Workers' act, Jones Act and contractor's pollution liability insurance.

3. The vendor has removed from its bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor's costs to provide the insurance coverages provided under the OCIP.

4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers' compensation, and employer's liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements.

5. The vendor acknowledges and understands that COUNTY, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor's own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

6. The vendor acknowledges and agrees that COUNTY, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither COUNTY, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION (if applicable) (continued)

VENDOR
By: ________________________________
   (Signature)

______________________________
   (Print/Type Name and Title)

STATE OF _________________
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of ____________,
20__, by ________________________________ (Name of person who's signature is being notarized) as __________________________ (Title) of
______________________________ (Name of Corporation/Company) known to me to
be the person described herein, or who produced ________________________________
(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

______________________________
   (Signature)
______________________________
   (Print Name)

My commission expires: ________
FORM 13: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

   a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

   (Authorized Signature)

   (Print Name and Title)

   (Name of Firm)

STATE OF ________
COUNTY OF ________

The foregoing instrument was acknowledged before me this ___day of __________, 20___,
by ____________________________
(Name of person who's signature is being notarized)
as _______________________________ of ______________________
(Title) (Name of Corporation/Company)
known to me to be the person described herein, or who produced __________________
(Type of Identification)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

__________________________
(Signature)

__________________________
(Print name)

My commission expires: ________________
**FORM 14: TRENCH SAFETY ACT CERTIFICATION**

**THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.**

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

The Bidder further identified the costs and methods summarized below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Method</th>
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Total $______________________________

____________________________________
Name of Bidder

____________________________________
Authorized Signature of Bidder
FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

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<td>1. Firm’s Name:</td>
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<td>2. Firm’s Address:</td>
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<tr>
<td>3. Firm’s Telephone Number:</td>
<td>Firm Email Address:</td>
</tr>
<tr>
<td>4. Contact Name and Position:</td>
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<tr>
<td>5. Alternate Contact Name and Position:</td>
<td></td>
</tr>
<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>Email Address:</td>
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<tr>
<td>7. Bid/Proposal Number:</td>
<td>Contracted Amount:</td>
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<tr>
<td>8. Type of Work/Supplies Bid:</td>
<td>Award Date:</td>
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<td>1. Firm’s Name:</td>
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<td>2. Firm’s Address:</td>
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<td>3. Firm’s Telephone Number:</td>
<td>Firm Email Address:</td>
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<td>4. Contact Name and Position:</td>
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<tr>
<td>5. Alternate Contact Name and Position:</td>
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<tr>
<td>6. Alternate Contact Telephone Number:</td>
<td>Email Address:</td>
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<tr>
<td>7. Bid/Proposal Number:</td>
<td>Contracted Amount:</td>
</tr>
<tr>
<td>8. Type of Work/Supplies Bid:</td>
<td>Award Date:</td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title / Firm Name</th>
<th>Date</th>
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</table>

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

1-24-2013 Page 48 of 59
EXHIBIT 1: WAGE RATE TABLES, PREVAILING WAGE:

General Decision Number: FL130009 01/04/2013 FL9
Superseded General Decision Number: FL20120009
State: Florida
Construction Type: Building
County: Broward County in Florida.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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<tbody>
<tr>
<td>0</td>
<td>01/04/2013</td>
</tr>
</tbody>
</table>

CARP0079-001 04/01/2009

Rates Fringes

Carpenter (Form Work Only) $ 22.20 6.67

* ELEC0728-008 09/01/2012

Rates Fringes

Electrician
Excluding HVAC Temperature Controls $ 28.46 9.12

ELEV0071-001 01/01/2012

Rates Fringes

Elevator Mechanic $ 38.84 23.535+a

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day, plus the Friday after Thanksgiving.
OPERATOR: Backhoe..............$ 27.57  8.78
OPERATOR: Concrete Pump, Truck Mounted
  With Boom Attachments When
  Manned With One Operator....$ 28.30  8.78
  With Boom Attachments With
  Two Operators..............$ 25.05  8.78
OPERATOR: Crane
  All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes;
  Boom Truck.................$ 28.30  8.78
  Cranes with Boom Length
  Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.................$ 27.57  8.78
OPERATOR: Loader.............$ 24.89  8.78
OPERATOR: Mechanic............$ 27.57  8.78
OPERATOR: Oiler................$ 22.24  8.78

IRONO272-003 10/01/2011
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL........$ 23.94  5.93
PAIN0365-001 08/01/2010

PAINTER: Brush, Steel and Spray (Excludes Drywall Finishing/Taping)..............$ 16.00  6.20
PLUM0719-001 09/01/2010

PLUMBER, Excludes HVAC Pipe Installation...................$ 26.00  11.44+A

FOOTNOTE:
A- 6 paid holidays New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

SPRINKLER FITTER (Fire Sprinklers).........................$ 27.93  16.44
SFE0032-009 01/01/2009

SHEET METAL WORKER, Includes HVAC Duct Installation.........$ 24.42  11.36
* SUFL2009-005 05/22/2009
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rate</th>
<th>Hours</th>
</tr>
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<tbody>
<tr>
<td>BRICKLAYER</td>
<td>$ 18.93</td>
<td>0.00</td>
</tr>
<tr>
<td>CARPENTER, Includes Acoustical Ceiling Installation, Cabinet Installation, and Drywall Hanging (Excludes Form Work)</td>
<td>$ 16.84</td>
<td>1.37</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$ 14.00</td>
<td>0.00</td>
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<tr>
<td>ELECTRICAL INSTALLER (HVAC/Temperature Control Installation)</td>
<td>$ 20.41</td>
<td>4.64</td>
</tr>
<tr>
<td>FENCE ERECTOR</td>
<td>$ 10.00</td>
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<tr>
<td>FLOOR LAYER: Carpet</td>
<td>$ 19.00</td>
<td>2.10</td>
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<tr>
<td>GLAZIER</td>
<td>$ 17.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (HVAC Pipe Installation)</td>
<td>$ 20.34</td>
<td>2.89</td>
</tr>
<tr>
<td>HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)</td>
<td>$ 17.91</td>
<td>2.64</td>
</tr>
<tr>
<td>INSTALLER - OVERHEAD DOOR</td>
<td>$ 13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Raker</td>
<td>$ 10.40</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Shoveler</td>
<td>$ 7.88</td>
<td>0.00</td>
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<tr>
<td>LABORER: Common or General</td>
<td>$ 12.36</td>
<td>2.42</td>
</tr>
<tr>
<td>LABORER: Concrete Saw (Hand Held/Walk Behind)</td>
<td>$ 12.63</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$ 10.75</td>
<td>0.00</td>
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<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$ 12.83</td>
<td>1.90</td>
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</table>
LABORER: Pipelayer...........$ 14.30 1.24
LABORER: Roof Tearoff.........$ 8.44 0.00
LABORER: Landscape and
Irrigation....................$ 11.96 0.63
MECHANICAL INSULATOR,
Including Duct and Pipe.....$14.25 2.16
OPERATOR: Asphalt Spreader....$ 11.41 0.00
OPERATOR: Bulldozer...........$ 16.21 0.00
OPERATOR: Distributor.........$ 12.37 0.00
OPERATOR: Excavator.......... $ 11.00 0.00
OPERATOR: Forklift............ $ 14.00 0.00
OPERATOR: Grader/Blade.......$13.73 0.00
OPERATOR: Paver (Asphalt,
Aggregate, and Concrete)....$ 12.75 0.00
OPERATOR: Roller............. $ 10.94 0.00
OPERATOR: Screed............. $ 13.05 0.00
OPERATOR: Tractor............ $ 9.91 0.00
OPERATOR: Trencher.......... $ 11.75 0.00
PAINTER: Roller, Includes
Drywall Finishing/Taping....$13.25 3.45
PIPFITTER, Excludes HVAC
Pipe Installation............$ 17.85 2.54
PLASTERER...................$ 18.25 0.00
ROOFER (Installation of Metal
Roofs Only).................. $ 22.49 0.00
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs)..... $ 13.59 0.00

TILE SETTER.......................... $ 14.45 0.00

TRUCK DRIVER: 3 Axle Truck...... $ 10.50 0.80
TRUCK DRIVER: Dump Truck....... $ 10.00 0.00
TRUCK DRIVER: Lowboy Truck..... $ 13.78 0.00

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters, PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable, i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived
from survey data by computing average rates and are not union
rates; however, the data used in computing these rates may
include both union and non-union data. Example: SULA2004-007
5/13/2010. SU indicates the rates are not union majority rates,
LA indicates the State of Louisiana; 2004 is the year of the
survey; and 007 is an internal number used in producing the
wage determination. A 1993 or later date, 5/13/2010, indicates
the classifications and rates under that identifier were issued
as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change
until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.
EXHIBIT 2A: SAMPLE CERTIFICATE OF INSURANCE – PROJECT

Insurance Request for the Construction of the New BCAD Maintenance Facility

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td></td>
<td>Personal Injury</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td></td>
<td>Vendor responsible for deductible</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td></td>
<td>[x] STATUTORY</td>
</tr>
<tr>
<td></td>
<td>(each accident)</td>
</tr>
<tr>
<td>Worker's Compensation and</td>
<td></td>
</tr>
<tr>
<td>Employer's Liability (Note *)</td>
<td></td>
</tr>
<tr>
<td>Professional Liability – E&amp;O</td>
<td></td>
</tr>
<tr>
<td>Contractor responsible for deductible</td>
<td></td>
</tr>
<tr>
<td>Builders Risk</td>
<td></td>
</tr>
<tr>
<td>Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.</td>
<td></td>
</tr>
</tbody>
</table>

- CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RIF/PFP, and project manager.

Name & Address of Certificate Holder
Broward County
100 Aviation Blvd
Fort Lauderdale, FL 33315
RIF: (H.1001/2004, BCAD)

Dawn McIver
Aviation Department
Risk Insurance and Contracts Manager

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EXHIBIT 2B: SAMPLE CERTIFICATE OF INSURANCE – I-595 LIGHTING PROJECT

Insurance Requirements for Mounting flood lights underneath I-595 for the Maintenance Bldg Construction Project

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>GENERAL LIABILITY /</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[x] Commercial General Liability</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Premises–Operations</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[x] Explosion &amp; Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>[x] Underground Hazard</td>
<td></td>
</tr>
<tr>
<td>[x] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[x] Contractual insurance</td>
<td></td>
</tr>
<tr>
<td>[x] Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>[x] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[x] Personal Injury</td>
<td></td>
</tr>
</tbody>
</table>

AUTO LIABILITY

[x] Comprehensive Form
[x] Hired
[x] Non-owned
[x] Any Auto

Bodily Injury (each person)
Bodily Injury (each accident)
Property Damage
Bodily Injury and Property Damage Combined

POLLUTION & ENVIRONMENTAL LIABILITY

[x] STATUTORY (each accident) $500K MIN

WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY (NOTE *)

Max. Ded. 10K all perils except wind or flood

PROPERTY INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than $50k – installation floaters may be required for replacement of materials, equipment and installation. All risk, replacement value.
Max. Deductible $10K

If project greater than $10k – installation floaters required for replacement of materials, equipment and installation. All risk, agreed value.

CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE wind peril not to exceed 5% of project value.

[ ] If project greater than $10K – installation floater required for replacement of materials, equipment and installation. All risk, agreed value.

[ ] Each Claim

VENDOR RESPONSIBLE FOR DEDUCTIBLE

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability. Additional Insured: Broward County. Also when applicable certificate should show B/C as a named insured for property and builders risk and as a loss payer for installation floater when coverage’s are required. Certificate Must be Signed and All applicable endorsements shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager.

NOTE * - If the Company is exempt from Workers’ Compensation Coverage, please provide a letter on company letterhead or a copy of the State’s exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremens and Harbor Workers’ Act & Jones Act.

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder.

Name & Address of Certificate Holder
Broward County
2200 Southwest 4th Street, Suite 101
Dania Beach, FL 33312
RS: (8 Monmouth, BCAO)

Digital signature by Dawn Miller
DCA Lic #1513608
Risk Insurance and Contracts Manager

1-24-2013
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