CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT:

Terminal 4 Eastern Expansion
for the Aviation Department
BROWARD COUNTY, FLORIDA
through its
BOARD OF COUNTY COMMISSIONERS

of
BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Z1368002C1
TABLE OF CONTENTS

TABLE OF CONTENTS.........................................................................................................................2

SECTION 1 - CONTRACT EXECUTION.........................................................................................................5

SECTION 2 - SUMMARY OF TERMS AND CONDITIONS.................................................................................6

SECTION 3 - GENERAL CONDITIONS........................................................................................................8

Article 1:  Contract Definitions..................................................................................................................8

Article 2:  Intention of County................................................................................................................11

Article 3:  Separate Contracts................................................................................................................12

Article 4:  Interpretation of the Contract................................................................................................12

Article 5:  Contract Time........................................................................................................................12

Article 6:  Contract Documents..............................................................................................................14

Article 7:  Contractor to Check Plans, Specifications, and Data...............................................................15

Article 8:  Prosecution of the Work..........................................................................................................15

Article 9:  Supervision.............................................................................................................................15

Article 10: Labor and Materials...............................................................................................................16

Article 11: Temporary Offsite Facilities..................................................................................................16

Article 12: Maintenance of Traffic.........................................................................................................16

Article 13: Location and Damage to Existing Utilities..........................................................................16

Article 14: Safety and Protection...........................................................................................................17

Article 15: Substitutions..........................................................................................................................18

Article 16: Shop Drawings.......................................................................................................................19

Article 17: Field Layout of the Work.......................................................................................................20

Article 18: Project Records, Audit Rights and Retention of Records......................................................20

Article 19: Assignment and Performance................................................................................................23

Article 20: Subcontracts..........................................................................................................................23

Article 21: Progress Payments................................................................................................................23

Article 22: Changes in the Work or Terms of Contract Documents.........................................................26

Article 23: Field Orders...........................................................................................................................27

Article 24: Allowance Accounts.............................................................................................................27

Article 25: Change Orders and CPEAMs................................................................................................28

Article 26: Value of Changed Work........................................................................................................28

Article 27: No Damages for Delay, Non-Excusable And Excusable Delays...........................................32

Article 28: Severe Weather......................................................................................................................35
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 29:</td>
<td>Notification and Claim for Change of Contract Time or Amount</td>
<td>35</td>
</tr>
<tr>
<td>Article 30:</td>
<td>Inspection and Testing</td>
<td>37</td>
</tr>
<tr>
<td>Article 31:</td>
<td>Defective Work and Non-Conforming Work</td>
<td>37</td>
</tr>
<tr>
<td>Article 32:</td>
<td>Beneficial Occupancy</td>
<td>38</td>
</tr>
<tr>
<td>Article 33:</td>
<td>Partial Substantial Completion</td>
<td>39</td>
</tr>
<tr>
<td>Article 34:</td>
<td>Substantial Completion</td>
<td>39</td>
</tr>
<tr>
<td>Article 35:</td>
<td>Guarantees And Warranties</td>
<td>40</td>
</tr>
<tr>
<td>Article 36:</td>
<td>Clean Up</td>
<td>40</td>
</tr>
<tr>
<td>Article 37:</td>
<td>Final Acceptance and Final Payment</td>
<td>40</td>
</tr>
<tr>
<td>Article 38:</td>
<td>Performance Bond and Payment Bond</td>
<td>41</td>
</tr>
<tr>
<td>Article 39:</td>
<td>Indemnification</td>
<td>41</td>
</tr>
<tr>
<td>Article 40:</td>
<td>Suspension of Work</td>
<td>41</td>
</tr>
<tr>
<td>Article 41:</td>
<td>Termination</td>
<td>41</td>
</tr>
<tr>
<td>Article 42:</td>
<td>Compliance With Laws</td>
<td>43</td>
</tr>
<tr>
<td>Article 43:</td>
<td>Permits and Fees</td>
<td>43</td>
</tr>
<tr>
<td>Article 44:</td>
<td>Royalties and Patents</td>
<td>44</td>
</tr>
<tr>
<td>Article 45:</td>
<td>Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial</td>
<td>44</td>
</tr>
<tr>
<td>Article 46:</td>
<td>EEO and OESBD Compliance</td>
<td>44</td>
</tr>
<tr>
<td>Article 47:</td>
<td>Notices</td>
<td>45</td>
</tr>
<tr>
<td>SECTION 4 - SPECIAL PROVISIONS</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE</td>
<td>47</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 1B: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 2A: PREVAILING WAGE RATES</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES</td>
<td>53</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS</td>
<td>55</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 4B: OCIP</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)</td>
<td>58</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>SPECIAL PROVISION 7A – 7C: DISPUTE AVOIDANCE PANEL</td>
<td>61</td>
<td></td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS for Division 1 and all other Project Technical Specifications are found under separate cover in the Technical Specifications Package.
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 18th day of October, 2015, and Contractor, signing by and through its authorized representative, duly authorized to execute same.
## SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

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

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2.1</td>
<td>Preconstruction Work</td>
<td>10 consecutive calendar Days from 1st NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Substantial Completion</td>
<td>1090 consecutive calendar Days</td>
</tr>
<tr>
<td>5.3.4</td>
<td>Final Completion</td>
<td>90 consecutive calendar Days from Substantial Completion of Milestone #3</td>
</tr>
<tr>
<td>5.2.1</td>
<td>Liquidated Damages for each calendar day after time specified in First Notice to Proceed</td>
<td>$0 per day</td>
</tr>
<tr>
<td>5.3.3</td>
<td>Liquidated Damages for each calendar day after time specified for Substantial Completion</td>
<td>See individual Milestone Liquidated Damages</td>
</tr>
<tr>
<td>5.3.4</td>
<td>Liquidated Damages for each calendar day after time specified for Final Completion</td>
<td>$6,500 per day</td>
</tr>
</tbody>
</table>

**ONE NTP WILL BE ISSUED TO COMMENCE MILESTONE #1A AND #1B WORK.**

Interim Milestone #1A, completion of Concession spaces east of column line G21, 415 consecutive calendar days from 2nd NTP. Spaces to have Architectural elements and Utility Extensions as shown in Contract Documents. Contractor to provide temporary power at each Concession location at the time of turnover and provide and maintain the service until permanent building power is established. Temporary power to include, at a minimum, a “spider box” with 120 and 208 volts of power. LDs - $9,536 per day.

Interim Milestone #1B, Substantial Completion of Gates G1-G6, 505 consecutive calendar days from 2nd NTP (inclusive and concurrent with work in Milestone #1A); LDs - $18,130 per day. LDs FOR MILESTONE #1A AND #1B ONLY ARE CUMULATIVE AND STACKABLE.
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Milestone #2, demolition of Concourse H and Substantial Completion of Gates G7-G8, 345 consecutive calendar days from NTP specific to this work, not to be issued before Gates G1-G6 are Substantially Complete; LDs - $21,180 per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interim Milestone #3, Substantial Completion of BCAD offices, 240 consecutive calendar days from NTP specific to this work, not to be issued before Gates G7-G8 are Substantially Complete; LDs - $7,840 per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor self-performing percent of Contract Price</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.</td>
<td>$7,155 per day</td>
<td></td>
</tr>
<tr>
<td>Incentive Completion Bonus</td>
<td>For Milestone #1B, up to $1,500,000 For Milestone #2, up to $750,000</td>
<td></td>
</tr>
</tbody>
</table>

For County:
- Broward County Aviation Department
  - Director of Airport Development
  - 2200 SW 45th Street, Suite #101, Dania Beach, FL 33312

For Contractor:
- Münilla Construction Management LLC, dba MCM
  - Alexis Leal
  - 6201 SW 70 St
  - Miami, FL 33143

- County Business Enterprise (CBE) commitment As awarded 24.47%
- LEED Category Certified

- ITB, Form 2: Schedule of Prices Bid Contract Base Amount $111,900,000
- ITB, Section Article 24 Allowance Account 1: Regulatory Agencies / Owner's Allowance Account 2: Unforeseen Conditions $6,000,000 $8,000,000
- Notice of Award Contract Price $125,900,000 (exclusive of Incentive Completion Bonus of up to $2,250,000, if achieved in Accordance with Article 27)
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 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 Contractor for evaluation in accordance with the Contract Documents.

1.5 Consultant or Design Consultant: The Architect of Record which has contracted with County, or County employee, designated to perform professional design services, on this Project.

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 Administrator: The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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

1.11 **Contract Time**: The original time between 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 survive Contract Time.

1.12 **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.

1.13 **Construction Project Manager (CPM)**: a firm selected by the County to perform construction project management services as defined by the County and as an agent of the County. The CPM typically serves as Contractor’s primary point of contact during the construction phase to the Contract Administrator through the Program Management Office.

1.14 **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 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.

1.15 **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.

1.16 **County Representative**: An authorized representative of the County identified in a written notice to Contractor.

1.17 **Day(s)**: Shall mean a calendar day.

1.18 **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.

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

1.20 **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.
1.21 **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.

1.22 **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.

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

1.24 **Materials:** Materials incorporated in this Project.

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

1.26 **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.

1.27 **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 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, costs 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.

1.28 **Program Manager:** The Program Management Office (PMO) is the professional organization County has contracted with to provide program management services to the Project, or such other entity designated by the County.

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

1.30 **Project Initiation Date:** The date upon which the Contract Time commences, as established by Second NTP.
1.31 **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.

1.32 **Second Notice to Proceed**: The written notice of Contractor authorizing commencement of construction Work. Except for the reimbursement of permit application fees, bonds and insurance, 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.

1.33 **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.

1.34 **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.

1.35 **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.

1.36 **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 CPM. 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, the more stringent provision shall prevail.

4.3. Where there is a conflict between any local law or ordinance and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.4. This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto.

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

Article 5: Contract Time

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

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 and subsequent Notices to Proceed, Contractor shall submit to County all of the following items for County’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 planned Shop Drawing and submittal 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 be responsible to meet and coordinate with all utility owners as it relates to the Work and secure from them a schedule of utility relocation, as applicable. County shall not be responsible for the nonperformance by the utility owners.

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

5.2.2.6. Airport Utility Registration Application, if applicable.

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 and Subsequent Notices to Proceed.

5.3.1. After the Preconstruction Meeting, Contractor may begin to perform the Work 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 and subsequent Notices 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 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 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 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 being responsible to County for Liquidated Damages for untimely performance, shall reimburse County for all costs incurred by County to repair, restore, or complete the Work and for all costs incurred in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit change orders issued by County as costs are incurred by 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 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. 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. Contractor shall have a continuing duty to so notify County.

Article 8: Prosecution of the Work

8.1. Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours, including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the current monthly updated progress schedule. If, in the opinion of the County Representative, Contractor, due to its own action, falls behind in meeting the baseline schedule as presented in the current monthly updated progress schedule, Contractor shall take such steps as may be necessary to improve its progress, and the County Representative may require 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.
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 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. All Maintenance of Traffic plans shall be submitted for approval prior to the start of work related to the MOT.

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 Contractor of its responsibility to protect such existing features.

13.2. 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 Contractor shall be paid by Contractor. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by 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. Contractor shall engage a Ground Penetrating Radar service to locate conduit, pipes, duct banks and other subsurface utilities within the building footprint prior to any excavations. Contractor shall notify County of any discrepancy between the GPR results and the contract documents.

13.3. 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. Contractor shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to 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 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. 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 Contractor may propose to any cables or utility service damaged by Contractor during the course of the Work. The County may remedy such damage by ordering outside parties to make repairs at the expense of Contractor. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. 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. 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 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 Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of Contractor not being in accordance with the requirements of this Contract.
14.7. In addition to the safety requirements appearing elsewhere in the Contract documents, Contractor shall comply with the ANSI/ASSE A10 construction safety standards. Should there be any conflict between ANSI/ASSE A10 and FAA Advisory Circular 150/5370-2F, the FAA provisions shall prevail.

Article 15: Substitutions

15.1. 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.

15.2. 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.

15.3. 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.

15.4. Substitute products shall not be installed without prior written approval of County.

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

15.6. Requests For Substitutions

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

15.6.2. 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.

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

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

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

15.6.6. List availability of maintenance services and replacement materials.
15.6.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.7. Contractor Representations

15.7.1. Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.

15.7.2. Contractor will provide the same warranty or better for substitution as for specified product.

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

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

15.7.5. 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-builts" are completed and accepted, no further submittals will be required.

Article 18: Project Records, Audit Rights and Retention of Records

18.1 County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, Contractor and all its subcontractors shall comply with Florida's Public Records Law. To the extent Contractor is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Contractor and its subcontractors shall:

18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

18.1.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and,

18.1.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.
The failure of Contractor to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Article 41.

18.2 Contractor shall preserve all Records (as defined herein) pertinent to this Agreement for the required retention period specified by Florida law or for a minimum period of three (3) years after Final Completion, or whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.

18.3 Records for all contracts, specifically including, but not limited to, lump sum contracts (i.e., fixed-price or stipulated sum contracts), unit price, cost-plus, or time and materials contracts, with or without guaranteed maximum (or not-to-exceed) amounts shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any County representative or any outside representative engaged by County for the purpose of examining such records. County, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after Final Completion, or longer if required by law. County's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

Contractor's "Records" as referred to herein shall include any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it can be made available), including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the County to the extent necessary to adequately permit evaluation and verification of any or all of the following:

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

County's authorized representative(s) shall have reasonable access to the Contractor's facilities, shall be
allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. County, or its designees, shall have the right to audit, review, examine, inspect, analyze, and make copies of all written, electronic or other form of Records, as described herein, in its original or written form, at a location within Broward County, during the term of the Agreement or its required retention period. Contractor agrees to allow the County, or its designees, access to all of its Records, facilities and current or former employees deemed necessary by County. County reserves the right to conduct such audit or review at Contractor’s place of business, if necessary, with 72 hours advance notice. Contractor agrees to provide adequate and appropriate work space.

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

<table>
<thead>
<tr>
<th>Type of Record</th>
<th>File format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Job Cost Detail</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Detailed Job Cost History To Date</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project</td>
<td>.pdf</td>
</tr>
<tr>
<td>Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project</td>
<td>.pdf</td>
</tr>
<tr>
<td>Daily Superintendent Reports</td>
<td>.pdf</td>
</tr>
<tr>
<td>Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Copies of Executed Subcontracts with all Subcontractors</td>
<td>.pdf</td>
</tr>
<tr>
<td>Copies of all executed Change Orders issued to Subcontractors</td>
<td>.pdf</td>
</tr>
<tr>
<td>Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)</td>
<td>.pdf</td>
</tr>
</tbody>
</table>
18.4 Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

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

18.6 If an audit inspection or examination in accordance with this Article discloses overpricing or overcharges to County (of any nature) by the Contractor and/or the Contractor’s Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, the reasonable actual cost of the County’s audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices and/or records shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of County’s findings to Contractor.

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. Upon request, Contractor shall provide County copies of subcontractor agreements.

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 percentages completed and the amount due, together with such supporting evidence, as may be required by CPM, or Contract Administrator.

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, and CPM, 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 subject of and through the date of previous pay applications;

21.2.4. A Consent of Surety relative to Work 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, if applicable;

21.2.9. Executed subcontracts, if requested by County;

21.2.10. Subcontractor and vendor invoices, if requested by CPM or County;

21.2.11. A LEED certification status report, if applicable; and

21.2.12. Documentation of compliance with specifications for Work items that have been designated as intended to support the County’s application for LEED certification, if applicable.

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

21.4.1. The County shall withhold ten percent (10%) retainage from each progress payment to Contractor until fifty percent (50%) of the Work has been completed. Thereafter, County shall reduce to five percent (5%), the amount of retainage withheld from each subsequent progress payment made to Contractor. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County after written request by Contractor.

21.4.2. After fifty percent (50%) completion of the Work, Contractor may request the release of up to one-half of the retainage then being held. County will promptly make payment to
Contractor to release retainage unless grounds exist under 21.4.5 not to.

21.4.3. If payment of retainage to Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, Contractor shall remit payment of such retainage to those subcontractors and suppliers within ten (10) calendar days following receipt of payment of retained amounts from the County.

21.4.4. After Substantial Completion and after completion of all items on the punch list, Contractor may submit a payment request for all remaining retainage. It shall be the County’s sole determination as to whether any of the punch list 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.

21.4.5. County shall not be required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05 F.S., or otherwise the subject of a claim or demand by the County or Contractor.

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 PMO, CPM, County or Design Consultant 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.

21.5.8. Overpayment made by the County as determined by audit of the Contractor’s records.

21.5.9. Damages caused by Contractor to County under other contracts with County.

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.

21.7. Payments for materials and equipment not installed will only be considered upon prior written authorization from CPM. If authorized, payment will be made to the extent of the actual invoiced cost of
delivered materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites acceptable to County. Such delivered costs of stored or stockpiled materials may be included in Contractor's next payment application using and complying with conditions of the Pre-approved Stored Materials Checklists provided elsewhere in the Contract Documents, and including the following supporting documentation:

21.7.1. Contractor shall provide a Bill of Materials or other evidence as to the quantity and quality of such stored or stockpiled materials;

21.7.2. Contractor shall provide photo records of offsite and onsite stored material. All material must be labeled properly and list the Project Name, Project Address and Project Number;

21.7.3. If material is stored offsite, Contractor shall provide separate bond and property insurance coverage against all loss by damage or disappearance while at the off site location;

21.7.4. Contractor furnishes County legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled; and,

21.7.5. If requested, a consent of surety specific to the stored materials payment.

21.8 Contractor acknowledges that it remains fully responsible for all stored materials, whether offsite or onsite, until such materials are installed in accordance with the requirements of the contract, plans, and specifications.

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. This provision cannot be waived by any means.

22.3. 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.

22.4. Contractor shall submit an estimate within 14 calendar days after receipt of the proposal request. Contractor shall provide sufficient documentation as requested by the CPM and as identified in Division 1 requirements 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 Article 26, "Value of Changed Work".
22.5. Contractor shall maintain its price quote for acceptance by the County for a minimum of 120 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. Contractor shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders

County, through CPM or Consultant, 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 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 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, if any, 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 Contractor is directed to perform work contemplated in the Allowance Account(s) by a written CPEAM(s) issued by the Contract Administrator.

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 Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the County.

24.4. County may require 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 Change Order or other appropriate action.

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 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 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, CPEAM or other written directive is issued by County setting forth the adjustments. Upon receipt of a Change Order, CPEAM or written directive approved by County, Contractor shall promptly proceed with the change in the Work involved.

25.4. For all Change Orders and CPEAMs issued, Contractor shall deliver a Consent of Surety adjusting the Payment and Performance Bonds by the amount of the Change Order or CPEAM.

25.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County directing a change in the work. In such event, Contractor is obligated to proceed with the Work, even though there has not been an agreement reached on the terms of the Change Order.

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.


26.2. 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 Contractor and approved in writing by the County.

26.2.3. In no event shall 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. 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 Contractor an opportunity to witness or to participate in the calculation of measurements and to review all calculations.

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 Contractor. In cases where the County and 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:

26.4.1.1. 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.

26.4.1.2. 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.

26.4.1.3. 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.

26.4.1.4. 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.

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

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

26.4.1.7. 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.

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

26.4.2.1. 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.

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

26.4.2.3. 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.

26.4.2.4. 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.

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

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

26.5. Contractor's fee allowed for Overhead and Profit on Cost of Work shall be as follows:
26.5.1. For allowed costs when the Work is performed by 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 seven and one half percent (7.5%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds. If a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%).

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

26.5.4. No fee shall be payable to Contractor for costs incurred under 26.5.2, where the Subcontractor is owned by, or an affiliate of, Contractor by common ownership or management, or is effectively controlled by Contractor. For purposes of this provision, this would include an affiliate of any member of a Contractor team or entity, whether Limited Liability Company, Partnership, Joint Venture, or otherwise.

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, 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:

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

26.6.2.2. Quantities of materials, prices, and extensions.

26.6.2.3. 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 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 Contractor shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.

**Article 27: No Damages for Delay, Non-Excusable And Excusable Delays**

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

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

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

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

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

27.6. Compensable Excusable Delay:

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

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

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

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

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

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

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

27.8. 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.

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

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

27.11. There shall be an Incentive Completion bonus for Milestone #1B in a total amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00), which may be earned by CONTRACTOR only as set forth in this Article. The amount is in excess of the amount(s) set forth in the Agreement. Subject to the terms and conditions set forth in this Article:

27.11.1. COUNTY will pay CONTRACTOR the amount of Thirty five thousand and 00/100 Dollars ($35,000.00) for each calendar day, up to thirty (30) days, the date of achieving Interim Milestone #1B, the Substantial Completion of Gates G1-G6, precedes the Milestone #1B Incentive Completion Date by thirty (30) days (i.e. 31-60 days early);

27.11.2. COUNTY will pay CONTRACTOR the amount of Fifteen thousand and 00/100 Dollars ($15,000.00) for each calendar day, up to thirty (30) days, the date of achieving Interim Milestone #1B, the Substantial Completion of Gates G1-G6, precedes the Milestone #1B Incentive Completion Date(i.e. 1-30 days early); and,

27.11.3. CONTRACTOR provides COUNTY with Notice in writing, within Thirty (30) days after Substantial Completion of Gates G1-G6, of its election to be paid any portion of the Incentive Completion bonus.

Both of which shall be conditions precedent for any Incentive Completion bonus payment.

27.12. The Incentive Completion Date for Milestone #1B is 505 calendar days after issuance of Notice to Proceed with the work subject of Interim Milestone #1B, the Substantial Completion of Gates G1-G6.
Notwithstanding any provisions of the Construction Contract Documents to the contrary, this Incentive Completion Date shall not be adjusted for any reason, cause, circumstance whatsoever, regardless of fault, save and except for a declared state of emergency by the County Administrator, directly and substantially affecting the Project.

27.13. There shall be an Incentive Completion bonus for Milestone #2 in a total amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00), which may be earned by CONTRACTOR only as set forth in this Article. The amount is in excess of the amount(s) set forth in the Agreement. Subject to the terms and conditions set forth in this Article, COUNTY will pay CONTRACTOR the amount of Twenty five thousand and 00/100 Dollars ($25,000.00) for each calendar day:

27.13.1. The date of achieving Interim Milestone #2, the Substantial Completion of Gates G7-G8, precedes the Milestone #2 Incentive Completion Date; and,

27.13.2. CONTRACTOR provides COUNTY with Notice in writing, within Thirty (30) days after Substantial Completion of Gates G7-G8, of its election to be paid any portion of the Incentive Completion bonus.

Both of which shall be conditions precedent for any Incentive Completion bonus payment.

27.14. The Incentive Completion Date for Milestone #2 is 345 calendar days after issuance of Notice to Proceed with the work subject of Interim Milestone #2, the demolition of Concourse H and Substantial Completion of Gates G7-G8. Notwithstanding any provisions of the Construction Contract Documents to the contrary, this Incentive Completion Date shall not be adjusted for any reason, cause, circumstance whatsoever, regardless of fault, save and except for a declared state of emergency by the County Administrator, directly and substantially affecting the Project.

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

27.16. In the event of a declared state of emergency, directly and substantially affecting the Project, COUNTY shall determine the number of calendar days to extend the Incentive Completion Date to be used in calculation of the Incentive Payment bonus, and CONTRACTOR shall have no right whatsoever to contest such determination, save and except that CONTRACTOR establishes that the number of calendar days determined by COUNTY were arbitrary or without any reasonable basis.

27.17. The written Notices set forth in Condition Precedent 27.11.3 and 27.13.2, above, shall constitute a full and complete waiver, release and acknowledgement of satisfaction by CONTRACTOR of any and all claims, disputes, or controversies, of any nature or kind whatsoever, known or unknown, against COUNTY, its employees, officers, agents, representatives, consultants, and their respective
employees, officers, and representatives, CONTRACTOR has or may have, including, BUT NOT LIMITED TO, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, action of suppliers or Subcontractors or other contractors, action by third parties, shop drawing approval process delays, expansion of the physical limits of the Project, weather, weekends, holidays, suspensions of Contract Time, extended or unabsorbed home office or job site overhead, lost profits, prime mark-up on Subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances, or potential damages, on or pertaining to, or as to or arising out of this Contract through the date of Notice. This waiver, release and acknowledgement of satisfaction shall be all-inclusive and absolute, save and except any routine COUNTY final estimating quantity adjustments.

27.18. Any and all costs or impacts whatsoever incurred by CONTRACTOR in an effort to achieve Final Completion prior to the Incentive Completion Date, regardless of whether CONTRACTOR successfully does so or not, shall be the sole responsibility of CONTRACTOR in every instance. CONTRACTOR shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Article.

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, 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 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 termination of the event giving rise to the request, 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 which shall be submitted to Consultant for determination. 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. Each Claim must include a description of the disputed work, the amount sought by Contractor and the number of days of Delay sought by 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. County shall be entitled to review additional job
records to evaluate the submitted claim.

29.4. Submission of Claims.

29.4.1. Consultant shall decide all questions, claims, difficulties and disputes of whatever nature
which may arise relative to the technical interpretation of the Contract Documents and
fulfillment of this Contract as to the character, quality, amount and value of any work done and
materials furnished, or proposed to be done or furnished under or, by reason of, the Contract
Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be
final and binding to the extent provided herein.

29.4.2. Unless a different period of time is agreed upon, Consultant shall notify the Contract
Administrator and Contractor in writing of Consultant's decision within fourteen (14) calendar
days from the date of the receipt of the claim. All non-technical administrative disputes, shall
be determined by the Contract Administrator. During the pendency of any dispute and after a
determination thereof, Contractor, CPM, Design Consultant, and Contract Administrator shall
act in good faith to mitigate any potential damages including utilization of construction schedule
changes and alternate means of construction. Contractor may not refuse to perform work that is
the subject of a dispute or a Claim.

29.4.3. In the event the determination of a dispute under this Article is unacceptable to either
party, the party objecting to the determination must notify the other party in writing within ten
(10) calendar days of receipt of the written determination. The notice must state the basis of the
objection and must be accompanied by a statement that any Contract Time or Contract Price
adjustment claimed is the entire adjustment to which the objecting party has reason to believe
it is entitled to as a result of the determination.

29.4.4. If the Project has a Dispute Avoidance Panel, Contractor must discuss the disputed issue
at a Dispute Avoidance Panel meeting before 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.

29.5. Reservation of Claim Amounts and Time.

29.5.1. 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.

29.5.2. If County agrees to pay a portion of a Claim, 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.

29.5.3. Each Change Order shall contain a release and waiver of all claims as of the date
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.

29.5.4. 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 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 incurred in enforcing compliance.

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 not 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 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 Completion or acceptance of the Work, nor shall it relieve 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, 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, 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, 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 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 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. 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 Contractor fails to act within ten (10) days, the County may have the repairs performed by others at the expense of 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. 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”.

Z1368002C1-T4 Eastern Expansion

BCF #170AV (Rev. 08.05.15)
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. This is not intended to shorten the limitations period provided for in Section 95.11(2)(b), Florida Statutes.

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 intentional 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.

39.3. CONTRACTOR AND COUNTY EXPRESSLY WAIVE CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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 Contractor in writing that it is suspending the Work and the effective date of such suspension.

40.2. If the County suspends the Work, 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. 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 fails to begin the Work within fifteen (15)
calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and
equipment or with sufficient materials to insure the prompt completion of the Work, or shall
perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall
discontinue the prosecution of the Work pursuant to the accepted schedule, or if Contractor shall fail
to perform any material term set forth in the Contract Documents, or if Contractor shall become
insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an
assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work
in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan
List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created
pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification
submitted pursuant to Section 287.135, Florida Statutes, as amended, 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
without any further notice, 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 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. 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 and correcting any deficient work, 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.

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.

41.1.4. If, after notice of termination to Contractor, it is determined for any reason that
Contractor was not in default, the rights and obligations of County and Contractor shall be
governed as if the notice of termination had been issued pursuant to the Termination for
Convenience clause as set forth in Section 41.2 below.
41.2. **Termination for Convenience by County.** This Contract, or any part thereof, 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 and 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. 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 Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

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

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 161A, 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.

(The remainder of this page is intentionally left blank.)
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. Contractor agrees to meet its CBE participation commitment as described in the Contract Documents, "Summary of Terms and Conditions" by utilizing the CBE firms for the work and percentage of work amounts identified in each Letter Of Intent.

Contractor may not terminate for convenience a CBE firm listed as a Subcontractor in 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 Article 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 Article 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 1C: WORKFORCE INVESTMENT PROGRAM

Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.
SPECIAL PROVISION 2A: PREVAILING WAGE RATES

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

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

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

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

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

5. Sections 1 through 4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.

6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

7. Contractor shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

8. The County Representative may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by the Contract.
9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the County Representative may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

(The remainder of this page is intentionally left blank.)
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 of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of 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 Contractor until Contractor complies; (2) termination of the Contract; (3) and suspension or debarment of Contractor from doing business with the County.
SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

1. THE SPECIFIC INSURANCE COVERAGE REQUIREMENTS FOR THIS PROJECT ARE IDENTIFIED IN THE INSTRUCTIONS TO BIDDERS SUPPLEMENT WHICH IS A PART OF THE CONTRACT DOCUMENTS.

2. County reserves the right to determine, in its own discretion, to obtain and maintain the builder’s risk insurance with comparable coverages that the Contractor proposed and deduct from the Contract amount the premium quoted by Contractor for that coverage.

3. 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.

4. The policy(ies) must be endorsed to provide the County with at least thirty (30) days’ notice of cancellation and/or restriction.

5. Contractor shall furnish to County, Certificates of Insurance or endorsements evidencing the insurance coverage specified within fifteen (15) calendar days after notification of award of the Contract. 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 bid document, Form 00400-8, or as modified by County. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.

6. The official title of the certificate holder is Broward County.

7. 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.

8. County and Consultant are to be expressly included as Additional Insureds 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 additional insureds.

9. Contractor agrees to provide County a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. 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.

10. 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.
11. 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 or non-renewal and/or restriction. County reserves the right to require a certified copy of such policies upon request.
SPECIAL PROVISION 4B: OCIP

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. Contractor shall earn a minimum of 11 LEED construction credit points for this project, but up to 14 LEED construction credit points as shown in the table below. 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 Contractor can earn LEED construction credit points to satisfy this requirement include:

<table>
<thead>
<tr>
<th>Materials and Resources</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRc2 Construction Waste Management</td>
<td>1-2</td>
</tr>
<tr>
<td>MRc4 Recycled Content</td>
<td>1-2</td>
</tr>
<tr>
<td>MRc5 Regional Materials</td>
<td>1-2</td>
</tr>
<tr>
<td>MRc7 Certified Wood</td>
<td>1</td>
</tr>
</tbody>
</table>

**Indoor Environmental Quality**

| EQc3.1 Construction IAQ Management Plan - During Construction | 1 |
| EQc3.2 Construction IAQ Management Plan – Before Occupancy   | 1 |
| EQc4.1 Low-Emitting Materials - Adhesives and Sealants       | 1 |
| EQc4.2 Low-Emitting Materials - Paints and Coatings          | 1 |
| EQc4.3 Low-Emitting Materials - Flooring Systems             | 1 |
| EQc4.4 Low-Emitting Materials – Composite Wood and Agrifiber Products | 1 |

**Innovation and Design Process/Regional Priority**

| RPc1 Regional Priority Credit            | 1 |

B. The County will review 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 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, Contractor shall revise and resubmit the plan. For each time the plan must be resubmitted, 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 Contractor.
C. Notwithstanding the County’s determination that Contractor’s plan can meet USGB requirements, the County does not warrant that the USGBC 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 USGBC.

D. Until such time as 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. In addition to the documentation required by Part 1.03 of this Article, Contractor shall be required to supply documentation for the LEED certification process as defined in the construction documents.

B. The Contractor is responsible for gathering all documentation for the above referenced credits and the timely submission of the construction submittal prior to the sunshine date established by the USGBC for LEED V3.

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

1. **Definitions.** In addition to the definitions set forth in the Contract Documents, the following definitions shall apply to this Special Provision:

1.1 **Construction Project Manager ("CPM"):** Turner Construction Company, with which the County has contracted to provide construction management services for the Terminal 4 Expansion Program.

1.2 **Program Management Office ("PMO"):** DMJM Aviation, Inc., with which the County has contracted to provide management services for the Airport Expansion Program, which includes the Terminal 4 Expansion Program.

1.3 **Terminal 4 Contractors:** Those contractors and construction managers at risk having a prime contract with the County or an airline tenant in connection with the Terminal 4 Expansion Program.

1.4 **Terminal 4 Expansion Program or T4 Projects:** All projects associated with the expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport including, but not limited to, gate replacement, apron reconstruction, fuel hydrant system reconfiguration, utility relocation and/or enhancement, environmental remediation, baggage handling system installation, and any other necessary, incidental, or ancillary projects related to the Terminal 4 expansion.

2. **Purpose.** The purpose of this dispute avoidance process is primarily to assist in the prevention of disputes between the County and the various construction contractors ("Terminal 4 Contractors") for the Terminal 4 Expansion Program ("Terminal 4 Projects"), and to mitigate impacts to the Terminal 4 Projects, and secondarily to assist in the resolution of disputes and claims between the County and the Terminal 4 Contractors 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 particular Terminal 4 Contractor involved in the dispute. 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 any suit or demand for arbitration with regard to the matter.** With the consent of the County and the CPM, the Panel may also consider issues that may arise between the CPM and the County.

3. **Panel Scope**

3.1 **Operations:** The Panel will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The County, either itself or through the CPM and the Terminal 4 Contractors, will keep the Panel informed of construction activity and progress of the various Terminal 4 Contractors 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 for the Terminal 4 Expansion Program. The Panel will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the County, the CPM, and the Terminal 4 Contractors.

3.2 Membership of the Panel: The Panel shall consist of three neutral members, who shall not have been previously employed or engaged as a consultant in any capacity for the County, the CPM, or any of the Terminal 4 Contractors; provided however, that prior services as a dispute panel member shall not automatically disqualify a potential panel member. Panel members shall disclose all prior employment and engagements to the County, the PMO, the CPM, any of the Terminal 4 Contractors, and any of the Terminal 4 Expansion Program designers (collectively, the "Project Team"). The initial panel members shall be:

Allen Thompson;
Francis Brennan; and
Robert Cedeno, who shall serve as Panel Chair.

One member was nominated by the County and one member was nominated by a non-profit entity that represents the interests of construction contractors. Unless reasonably objected to, the nominees shall be appointed to the Panel. The third member was selected by the two party-appointed members. Unless the parties agreed otherwise, each member has significant public construction experience, with the Chair being a lawyer and the other panel members not being lawyers. All Panel members are trained and experienced in the effective operations of Dispute Resolution Boards for dispute avoidance and mitigation.

3.3 Meetings; confidentiality: The first meeting of the Panel shall occur on the date of the first regularly scheduled project progress meeting after the Panel members execute Payment For Services Agreements with the CPM. 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 deemed settlement negotiations and shall be inadmissible in subsequent proceedings to the same degree as communications in mediation hearings or discussion in furtherance of settlement under Florida law. Each meeting will consist of an informal round table discussion and, if convenient and helpful or necessary, a field inspection of the work. The round table discussion will be attended by representatives from the applicable Project Team.

The round table discussions shall include presentations from the applicable Project Team to the Panel that addresses 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 for the particular Terminal Modernization project under discussion will be invited to attend regular Panel meetings, including the applicable Project Team and major subcontractors. In addition to round table discussions, agendas for regular meetings of the Panel may include the following:

3.3.1 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.

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

3.3.3 Set a tentative date for next meeting.

4. **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 CPM, the Terminal 4 Contractors 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.

5. **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:

5.1 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 with a commitment from the applicable Terminal 4 Contractor for that Terminal 4 Contractor’s share of the anticipated costs for a Panel Hearing, including ensuing recommendations, 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 Request may be filed with the Panel without first having complied with the Notice of Disagreement requirements of this section.

5.2 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.

5.3 The County, either itself or through the CPM and the particular Terminal 4 Contractor involved in the dispute, 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.

5.4 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.
5.5 The County and the particular Terminal 4 Contractor involved in the dispute 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.

5.6 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.

5.7 All of the Panel's written recommendations for resolution of disputes will be given to the County, the affected Terminal 4 Contractor(s), and the CPM within 10 days of completing the Hearing(s). In cases of extreme complexity, the County and the particular Terminal 4 Contractor involved in the dispute 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 County and the particular Terminal 4 Contractor will have 7 days after the 10-day written recommendation to resolve the issue. The County and the particular Terminal 4 Contractor involved in the dispute may agree to mediate the resolution during this 7-day period. If they 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.

5.8 No provisions associated with the Panel shall in any way abrogate the Terminal 4 Contractors' or CPM's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

5.9 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.

5.10 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.

5.11 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.

6. 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 a Terminal 4 Contractor. Ex parte communications between a Panel member and any party and/or the CPM, for matters other than those covered by Article 11 below, 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.
7. **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.

8. **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 in accordance with Article 5.2 above.

9. **Reconsiderations.** Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the Panel.

10. **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 Terminal 4 Contractors, and the Panel.

11. **Coordination and Logistics.** The CPM, in cooperation with the County and the Terminal 4 Contractors, will coordinate the operations and meetings of the Panel. The CPM need not take minutes of Panel meetings. The Panel members will execute Payment For Services Agreements with the CPM, but the CPM may only communicate with Panel members concerning logistics of meetings and payment for Panel services. Copies of all bills for services of the Panel shall be contemporaneously provided to the Terminal 4 Contractors.

12. **Time for Beginning and Completion.** The Panel is to be in operation until all Request for Hearing forms submitted prior to Final Acceptance of the Program are heard or Final Acceptance of the Program, whichever is later.

13. **Payment.** Payment for services rendered by the Panel members shall be $200 per hour, and the maximum not to exceed daily fee to be paid to each Panel member shall be One Thousand Five Hundred Dollars ($1,500) and travel costs in accordance with the CPM Agreement. Travel costs shall conform to the requirements of County procedures and Florida law.

13.1 **Regular meetings:** The amounts paid to the chair of the Panel and the other Panel members for their services, including travel costs pursuant to the CPM Agreement Attachment III, shall be paid from a task account established within the CPM Agreement for that purpose. The CPM shall submit a request to the County for payment of all expenses incurred, without markup or bond. County shall process and pay CPM for Panel expenses as part of regular project periodic pay requests, and the CPM shall be responsible to promptly pay the Panel members with no withholding or deductions.

13.2 **Payment - Hearings.** In the event a party files a Request for a Hearing, formal or informal, the requesting party shall be responsible for 100% of the expenses and fees incurred by the Panel members in connection with the Hearing. The CPM will confirm that it has received a financial commitment from the requesting party for the anticipated costs for a Panel Hearing.
including ensuing recommendations, before the Hearing is scheduled. Panel members will be compensated at the agreed upon hourly rate.

13.3 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 records reviewed in connection with the Panel’s consideration of a dispute which is the subject of a Hearing.

14. 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, the Terminal 4 Contractors, or the CPM 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 is completed.

15. Termination of Panel. Upon formal written amendment to a Terminal 4 Contract, the dispute avoidance/resolution process requiring the services of the Panel for the Terminal 4 Contract so amended may be terminated.

16. Termination or Withdrawal/ Replacement of Panel Members.

16.1 Withdrawal by or Inability to Continue Service of a Panel member: A Panel member may withdraw from the Panel by providing four weeks written notice, if practical, to the other Panel members and all other parties.

16.2 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 occur promptly upon notification of the necessity for a replacement.

16.3 Termination Without Cause of a Panel member – Chair: The Chair of the Panel may be terminated without cause by mutual agreement of the parties. Each party may change its appointed Panel member, without cause, once during the life of the Contract.

16.4 Termination For Cause: A Panel member may be terminated for cause by any of the parties. The party desiring to terminate a Panel member for cause will notify the other parties and the other Panel members and shall provide an explanation for the requested termination. If the other parties do not agree that cause exists, the remaining Panel members shall convene and decide whether cause exists and such decision shall be effectuated.

17. 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 the County, the Terminal 4 Contractors, or the CPM. Each Panel member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

18. Public Records. Each Panel member, Terminal 4 Contractor, CPM, PMO, 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.

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

20. **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 Article 13, for their performance and services.

21. **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, any Terminal 4 Contractor, the PMO, any Architect/Engineer or Consultant organization working on the Project, any Subconsultant or supplier of the Project, or any other Panel member. Notwithstanding the foregoing, the CPM may execute agreements with the Panel members in order to facilitate invoicing and payment of Panel members. The members of the Panel shall affirm and agree in writing that, except for services as a Panel member on other County, Terminal 4 Contractor, or CPM projects, that they have not been an employee, subcontractor, or Consultant to the County, a Terminal 4 Contractor, the CPM (for CPM services other than serving on the Panel), the PMO, any Architect/Engineer or Consultant organization working on a Terminal Modernization Project, any Subconsultant or supplier of a Terminal Modernization 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, the Terminal 4 Contractor, and the CPM 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.

22. **Interpretation.** Nothing herein shall limit in any way the rights of the County to issue Work Authorizations, Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Terminal 4 Contracts. Nor shall any of the provisions herein limit the remedies or obligations of the CPM or Terminal 4 Contractors pursuant to their Contracts, 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.

23. **Subsequent proceedings.** In the event that a party files suit, claim or initiates arbitration in connection with a Terminal Modernization 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 8: FAA CONTRACT PROVISIONS

NOT USED
NOT USED
SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED
1. SECURITY

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. Contractor also agrees to comply with the County’s Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any 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 subcontractors, employees, invitees and guests of Contractor 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 subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County’s Airport Security Program, then Contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney’s fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of contractor’s personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.
(b) **Operation of Vehicles on the AOA**: Before Contractor shall permit any employee of contractor or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), 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.

(c) **Consent to Search/Inspection**: 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. Contractor further agrees on behalf of itself and its subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or 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 Contractor or by any subcontractor at the Airport in any position requiring access to the AOA by Contractor or by any subcontractor.

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

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

2. **PROHIBITED INTERESTS.** If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

   Contractor agrees to insert the foregoing sentence in any agreements between contractor or subcontractors engaged to provide services pursuant to this Agreement.

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

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

4. **PROTECTION OF RECORDS.** Contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by contractor in conjunction with this Agreement.

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

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

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

   a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and

   b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

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

a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.

b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
c. If the termination is due to failure to fulfill Contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, Contractor shall be liable to the County for any additional cost occasioned to the County thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).** The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. **RESTRICTIONS ON LOBBYING.** The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence any officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor agrees to insert the foregoing provisions in any agreements between contractor or subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

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

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

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.
BROWARD COUNTY AVIATION DEPARTMENT (BCAD)
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS
Last Revised 12/4/13

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant/Contractor must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD’s contract administrator or the project manager designated to approve or deny such requests.

(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, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD’s choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

2) Target OS 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 software 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) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.

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 applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant’s/Contractor’s written explanation.

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

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

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

(C) Standards:

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

2) 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 layers used for each drawing, including those 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 what 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 ACs 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), photorealistic renderings, animations, presentations and other 
visualization/ information tools utilized during the design and construction process to 
sure 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.

(D) Non-CAD/GIS Graphic Format:

1) 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 geotagged 
in accordance with BCAD standards, if applicable.

(E) 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, bitmap 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.

(F) **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 and licensed for BCAD and provided to BCAD with the delivery media.
   d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic 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. Contractor shall obtain BCAD’s approval before using anything other than BCAD’s standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

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

(H) Submittal:

1) Submit as Project Record Documents 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.

(I) 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.

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

1) BCAD and Consultant/Contractor may make various electronic files available to Contractor
during the Pre-Construction and Construction phases of the Project. To this end,
Consultant/Contractor shall make the following information available to 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 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, Consultant will provide electronic copies of any existing site survey data already on electronic media.

c) Where Electronic Project Record Documents are required, Consultant will provide Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at 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.

(K) Other Digital Information:

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

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

Forms begin on the next page.
**FORM GC-1: MONTHLY CBE UTILIZATION REPORT**

## MONTHLY (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Project Completion Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Period Ending:</th>
<th>Amt. Paid to Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Telephone#: ( )</th>
<th>Fax#: ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUBCONTRACTING INFORMATION

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

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<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.

**Signature:**

**Title:**

**Date:**

---

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

**OESBD Compliance Form: 2009-MUR**
FORM GC-2: FINAL CBE UTILIZATION REPORT

FINAL (CBE) UTILIZATION REPORT

Report No.____

Contract#:

Contract Amount: Date Form Submitted:

Project Description: Project Completion Date:

Prime Contractor: Period Ending: Amt. Paid to Prime:

Contact Person: Telephone#: ( ) Fax#: ( )

SUBCONTRACTING INFORMATION

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

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<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.

Signature: Title: Date:

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.
FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. ______________________

Contract No. ______________________

Project Title ______________________

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

Dated ___________, 20___

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___.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: ______________________

(Serial number, if any)
FORM GC-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:

(Subcontractor/material supplier name and telephone number) (amount of claim)

$ ____________________________
$ ____________________________
$ ____________________________
$ ____________________________
$ ____________________________

( ) 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: ___________________________
Representative ___________________________ Signature of Authorized
Title: ___________________________ (Seal)

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

CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER
2. MODIFICATION NUMBER
3. DATED

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.

5. NAME OF SURETY(IES)
6. INCREASE IN LIABILITY
   LIMIT UNDER PERFORMANCE BOND
7. INCREASE IN LIABILITY
   LIMIT UNDER PAYMENT BOND

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></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>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. BUSINESS ADDRESS</td>
<td>B. SIGNATURE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Affix Seal)</td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CORPORATE NAME AND BUSINESS ADDRESS</td>
<td>B. PERSON EXECUTING CONSENT (Signature)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Affix Corporate Seal)</td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>B. PERSON EXECUTING CONSENT (Signature)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>B. PERSON EXECUTING CONSENT (Signature)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>B. PERSON EXECUTING CONSENT (Signature)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Article 5.3.4 and the Summary of Terms and Conditions of the Contract, Contractor will complete or correct the work on the list of items attached hereto within ___________ from the above Date of Substantial Completion.

CONTRACTOR ___________________________ BY ___________________________ DATE ___________________________

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

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS ___________________________ By County Representative ___________ DATE ___________
FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No.____________________________________

Project Title:________________________________________________________________________

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

<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>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated __________, 20___

Contractor

By ____________________________  By ____________________________
(Signature)  (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___.

(NOTARY SEAL) __________________________

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

________________________

(Title or rank)

My commission expires: __________________________

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

Broward County, Florida

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

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


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

__________________________

WITNESS:

__________________________
(Signature)

Company Name

__________________________
Printed Name

__________________________
(Signature)

Printed Name & Title

__________________________
(Signature)

Printed Name
FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

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

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

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

Witness the signature and seal of the undersigned this ____ day of _________________, 20___

________________________________________________________

WITNESS:

_________________________  (Signature)

_________________________  (Seal)

_________________________  Company Name

_________________________  (Signature)

_________________________  Printed Name & Title

_________________________  Printed Name
FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

Witness the signature and seal of the undersigned this ___ day of ______________, 20___

__________________________

WITNESS:

________________________________________

(Signature)  

Company Name

________________________________________

(Printed Name)

________________________________________

(Signature)

(Printed Name & Title)

________________________________________

(Printed Name)

________________________________________

(Printed Name)

________________________________________

(Printed Name)

SUBCONTRACTOR

________________________________________

(Seal)

________________________________________

(Signature)  

Company Name

__________________________

(Printed Name)
FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

Witness the signature and seal of the undersigned this ___ day of _________________, 20__

__________________________

WITNESS:

__________________________ (Signature)

__________________________

Printed Name

__________________________

__________________________ (Signature)

__________________________

Printed Name

__________________________

__________________________ (Seal)

__________________________

Company Name

__________________________

__________________________ (Signature)

__________________________

Printed Name & Title

__________________________

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

To: [CONTRACTOR Name]

From: Broward County Purchasing Division

Subject: Final List of Subcontractors/Sub-vendors

Re: Project Title, Contract Number

For tracking purposes, the attached list of subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the County’s participation goal established for this contract and whose participation was not 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
FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE</th>
<th>NON CERTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County in the time and manner prescribed in the Contract; and,

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

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

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

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

b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County, and make available as work progresses (even though there should be a default or 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____.

CONTRACTOR:

ATTEST:

____________________
(Name of Contractor)

Secretary

____________________
(Signature and Title)

(Corporate Seal)

____________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

____________________
(Signature)

____________________
(Print Name)

____________________
(Signature)

____________________
(Print Name)

SURETY:

By____________________
Agent and Attorney-in-Fact

____________________
(Print/Type Name)

____________________
(Address:
(Street)

____________________
(City/State/Zip Code)

Telephone No.: ________________
FORM GC-11-1: PAYMENT BOND

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

Business Address: __________________________

Phone: __________________________

And __________________________, as Surety, located at:

Business Address: __________________________

Phone: __________________________

under the assigned Bond Number __________________________, and pursuant to Section 255.05, Florida Statutes, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called County, in the amount of __________________________ Dollars ($__________________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and,

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

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

a) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.

b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor,
materials, or supplies for the prosecution of the work, furnish Contractor with a written notice that he or she intends to look to the bond for protection.

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

d) No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.

e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), 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____

ATTEST: CONTRACTOR:

__________________________________________________________

Secretary (Name of Contractor)

__________________________________________________________

(Print/Type Name) By _________________________________

(Signature and Title)

__________________________________________________________

(Corporate Seal) [Type Name and Title Signed Above]

IN THE PRESENCE OF: SURETY:

__________________________________________________________

Signature (Agent and Attorney-in-Fact)

__________________________________________________________

(Print Name) (Print/Type Name)

Signature (Print Name)

__________________________________________________________

Address: ____________________________

(Street)

__________________________________________________________

(Print Name)

(City/State/Zip Code)
FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

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

_________________________________ (Seal) as Secretary of

(Name of Corporation) (SEAL)

AUTHORIZED REPRESENTATIVE

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

_________________________________ as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA

) SS.

County OF BROWARD

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 ________________________
FORM GC-12: CHANGE ORDER

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER NO: 99

Project: 11111 - Project/Contract Name
Contract: 111111111111 Vendor: Name of Vendor
Description of Changes, Reasons Therefor, and Cost and/or Time Changes For Each:
Cost Basis:

<table>
<thead>
<tr>
<th>Line Nbr.</th>
<th>Description</th>
<th>$0.00</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Test Description of Change, calculations detailing costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In consideration of the County's Issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impacts which may result from prolonged performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.

Reason: Request for the change

Causer: Cause of the change

PURCHASING INFORMATION

<table>
<thead>
<tr>
<th>PO:</th>
<th>Original Award</th>
<th>Approved Amendments</th>
<th>Approved COs</th>
<th>Previous Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$100,000.00</td>
<td>0</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td></td>
<td>0 Days</td>
<td>0 Days</td>
<td>0 Days</td>
<td>0 Days</td>
</tr>
</tbody>
</table>

This ESTIMATED Change Order: INCREASE/DECREASE $0.00
Number of Days Impacted CHANGE

New Revised Contract: $100,000.00
600 Days

COPY FOR MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT
MAWD/YYYY
Rounding may not total exactly, due to rounding

State Commissioner
Bid #Z1368002C1 - Terminal 4 Eastern Expansion
Broward County Board of County Commissioners, FL
Time left: Bid has ended
Bid started: Jul 17, 2015 8:37:14 AM EDT
Bid ended: Bid Closed On Aug 26, 2015 2:00:00 PM EDT
Pre-bid conference: Optional

You must view/accept all documents before you can place an offer on this bid.

To accept or view a pending document, click on the name of the document, NOT on (download). Click on download only if you want to save the document to your computer and/or print it out.

When working with a document from this section, be sure to save your work at least every 30 minutes to avoid losing any data that you have entered.

Select the documents you want to view:

- Standard Instructions for Vendors (Construction) [download] Pending acceptance
- Special Instructions for Vendors Z1368002C1 [download] Not viewed
- Non-Disclosure Agreement Z1368002C1 [download] Not viewed
- Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety Reg [download] Pending acceptance
- Office of Economic and Small Business Development CBE Goals [download] Pending acceptance
- Workforce Investment Program Requirements [download] Pending acceptance
- Addendum No. 2, Construction Contract Document Z1368002C1 [download] Not viewed
- Acknowledgement Form, Vendor Questionnaire, and Litigation History [download] Pending acceptance
- Domestic Partnership Requirement Certification [download] Pending acceptance
- Drug-Free Workplace Requirement Certification [download] Pending acceptance
- Local Preference Requirement Certification [download] Pending acceptance
- Scrutinized Companies List Requirement Certification [download] Pending acceptance
- Subcontractors - Subconsultants -Suppliers Requirement Form [download] Pending acceptance
- Trench Safety Act Requirement Form [download] Pending acceptance
- Prevailing Wage Rate Table Z1368002C1 [download] Not viewed
- Insurance [download] Pending acceptance
- Addendum No. 3, Insurance Requirements Z1368002C1 [download] Not viewed
- Addendum No. 1, Asbestos Report Z1368002C1 [download] Not viewed
- Addendum No. 1, Builders Risk Insurance Form Z1368002C1 [download] Viewed
- Addendum No. 3, REVISIONS SUMMARY Z1368002C1 [download] Not viewed
- Addendum No. 3, 00010 Table of Contents Z1368002C1 [download] Not viewed
- Addendum No. 3, 01010 Summary of Work Z1368002C1 [download] Not viewed
- Addendum No. 3, 01255 Contract Price Element Adjust Memo CPEAM Procedures Z1368002C1 [download] Not viewed
- Addendum No. 3, 01260 Contract Modification Procedures Z1368002C1 [download] Not viewed
Bid Tabulation Packet for Solicitation Z1368002C1

Terminal 4 Eastern Expansion

Bid Designation: Public
<table>
<thead>
<tr>
<th>Item #</th>
<th>Line Item</th>
<th>Notes</th>
<th>Unit Price</th>
<th>Qty/Unit</th>
<th>Attach. Docs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1368002C1--01-01</td>
<td>Division 1 - General Requirements - General Conditions</td>
<td>Supplier Product Code:</td>
<td>First Offer - $12,446,000.00</td>
<td>1 / lump sum $12,446,000.00</td>
<td>Y Y</td>
</tr>
<tr>
<td>Z1368002C1--01-02</td>
<td>Division 1 - General Requirements - Insurance</td>
<td>Supplier Product Code:</td>
<td>First Offer - $3,199,887.00</td>
<td>1 / lump sum $3,199,887.00</td>
<td>Y Y</td>
</tr>
<tr>
<td>Z1368002C1--01-03</td>
<td>Division 1 - General Requirements - Performance and Payment Bonds</td>
<td>Supplier Product Code:</td>
<td>First Offer - $3,000,000.00</td>
<td>1 / lump sum $3,000,000.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-04</td>
<td>Division 1 - General Requirements - Mobilization</td>
<td>Supplier Product Code:</td>
<td>First Offer - $3,000,000.00</td>
<td>1 / lump sum $3,000,000.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-05</td>
<td>Division 1 - General Requirements - Maintenance of Traffic</td>
<td>Supplier Product Code:</td>
<td>First Offer - $347,000.00</td>
<td>1 / lump sum $347,000.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-06</td>
<td>Division 2 - Site Construction</td>
<td>Supplier Product Code:</td>
<td>First Offer - $6,468,525.00</td>
<td>1 / lump sum $6,468,525.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-07</td>
<td>Division 3 - Concrete</td>
<td>Supplier Product Code:</td>
<td>First Offer - $20,533,479.00</td>
<td>1 / lump sum $20,533,479.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-08</td>
<td>Division 4 - Masonry</td>
<td>Supplier Product Code:</td>
<td>First Offer - $1,650,000.00</td>
<td>1 / lump sum $1,650,000.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-09</td>
<td>Division 5 - Metals</td>
<td>Supplier Product Code:</td>
<td>First Offer - $4,203,989.00</td>
<td>1 / lump sum $4,203,989.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-10</td>
<td>Division 6 - Woods &amp; Plastics</td>
<td>Supplier Product Code:</td>
<td>First Offer - $769,870.00</td>
<td>1 / lump sum $769,870.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-11</td>
<td>Division 7 - Thermal and Moisture Protection</td>
<td>Supplier Product Code:</td>
<td>First Offer - $3,034,300.00</td>
<td>1 / lump sum $3,034,300.00</td>
<td>Y</td>
</tr>
<tr>
<td>Z1368002C1--01-12</td>
<td>Division 8 -</td>
<td>Supplier Product Code:</td>
<td>First Offer - $5,718,650.00</td>
<td>1 / lump sum $5,718,650.00</td>
<td>Y</td>
</tr>
<tr>
<td>Product Code</td>
<td>Division</td>
<td>Supplier First Offer</td>
<td>lump sum</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>----------</td>
<td>----------------------</td>
<td>----------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Z1368002C1--01-13</td>
<td>Doors and Windows</td>
<td>Finishes</td>
<td>Supplier</td>
<td>$14,211,050.00</td>
<td>$14,211,050.00</td>
</tr>
<tr>
<td>Z1368002C1--01-14</td>
<td>Doors and Windows</td>
<td>Specialties</td>
<td>Supplier</td>
<td>$1,202,200.00</td>
<td>$1,202,200.00</td>
</tr>
<tr>
<td>Z1368002C1--01-15</td>
<td>Doors and Windows</td>
<td>Equipment</td>
<td>Supplier</td>
<td>$26,150.00</td>
<td>$26,150.00</td>
</tr>
<tr>
<td>Z1368002C1--01-16</td>
<td>Doors and Windows</td>
<td>Furnishings</td>
<td>Supplier</td>
<td>$1,595,300.00</td>
<td>$1,595,300.00</td>
</tr>
<tr>
<td>Z1368002C1--01-17</td>
<td>Doors and Windows</td>
<td>Conveying Systems</td>
<td>Supplier</td>
<td>$2,735,900.00</td>
<td>$2,735,900.00</td>
</tr>
<tr>
<td>Z1368002C1--01-18</td>
<td>Doors and Windows</td>
<td>Mechanical</td>
<td>Supplier</td>
<td>$10,957,700.00</td>
<td>$10,957,700.00</td>
</tr>
<tr>
<td>Z1368002C1--01-19</td>
<td>Doors and Windows</td>
<td>Electrical</td>
<td>Supplier</td>
<td>$12,500,000.00</td>
<td>$12,500,000.00</td>
</tr>
<tr>
<td>Z1368002C1--01-20</td>
<td>Doors and Windows</td>
<td>Technology Systems</td>
<td>Supplier</td>
<td>$4,300,000.00</td>
<td>$4,300,000.00</td>
</tr>
</tbody>
</table>

Supplier Total $111,900,000.00
Bond No. 106374763
Contractor’s Name: Munilla Construction Management, LLC
d/b/a MCM
Contractor’s Address: 6201 SW 70 St., 2nd Floor, Miami, FL 33143
Contractor’s Phone No. 305-541-0000
Surety Company: Travelers Casualty and Surety Company of America
Surety’s Address: One Tower Square, Hartford, CT 06183
Surety’s Phone No. 860-277-0111
Owner’s Name: Broward County Board of County Commissioners
Owner’s Address: 115 S Andrews Ave., Room 212, Fort Lauderdale, FL 33301
Owner’s Phone No. 954-357-6066
Obligee’s Name: (If contracting entity is different from the owner, the contracting public entity)
Obligee’s Address:
Obligee’s Phone No.
Contract No. (If applicable): Solicitation No. Z1368002C1
Project Name: Terminal 4 Eastern Expansion at the Fort Lauderdale-Hollywood International Airport
Project Location: 100 Terminal Drive, Fort Lauderdale, FL 33315
Legal Description: Unavailable
Description of Work: General Construction

FRONT PAGE
ALL OTHER BOND PAGE(S) ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY PAGE NUMBER(S) THAT MAY BE PREPRINTED THEREON
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We Munilla Construction Management, LLC d/b/a MCM, as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America as Surety, under the assigned Bond Number 106374763 are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of One Hundred Twenty-Five Million Dollars ($125,000,000.00) 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 dated the _____ day of ________________, 20____, entered into a Contract, Bid/Contract No.: Z1368002C1, with County, for construction of Terminal 4 Eastern Expansion which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

CONTRACTOR:

Munilla Construction Management, LLC d/b/a MCM

(Name of Contractor)

By ________________________________

(Signature and Title)

Alexis Leal, Director of Corporate Operations

(Type Name and Title Signed Above)

SURETY:

By ________________________________

Agent and Attorney-in-Fact

Charles J. Nielson

(Print/Type Name)

Address: 8000 Governor's Square Blvd., Ste 101

(Street)

Miami Lakes, FL 33018

(City/State/Zip Code)

Telephone No.: 305-722-2863

IN THE PRESENCE OF:

Mary C. Aceves

(Print Name)

Signature

Kristy Collins

(Print Name)

Signature
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989
Certificate No. 006370501

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nickson, Charles J. Nickson, Mary C. Aceves, David R. Hoover, Gicelle Pujon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of June, 2015.

State of Connecticut
City of Hartford ss.

3rd day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

58440-6-12 Printed in U.S.A.
BY THIS BOND, We Munilla Construction Management, LLC d/b/a MCM, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 6201 SW 70 St., 2nd Floor
Miami, FL 33143

Phone: 305-541-0000

And Travelers Casualty and Surety Company of America, as Surety, located at:

Business Address: One Tower Square
Hartford, CT 06183

Phone: 860-277-0111

under the assigned Bond Number 106374763 and pursuant to Section 255.05, Florida Statutes, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called County, in the amount of One Hundred Twenty-Five Million Nine Hundred Thousand & No/100 Dollars ($125,900,000.00) 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 dated the day of _______, 20___, entered into a Contract, Bid/Contract No.: Z1368002C1 with County, for construction of Terminal 4 Eastern Expansion located at Fort Lauderdale-Hollywood International Airport, which Contract Documents are by reference incorporated herein, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and,

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

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

a) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.

b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor,
materials, or supplies for the prosecution of the work, furnish Contractor with a written notice that he or she intends to look to the bond for protection.

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

d) No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.

e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), 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 22 day of October, 2015.

ATTEST

Secretary

(Rocky Munilla
(Print/Type Name)

(IN THE PRESENCE OF:

Mary C. Aceves
(Print Name)

Kristy Collins
(Print Name)

(Corporate Seal)

CONTRACTOR:

Munilla Construction Management, LLC dba MCM

(Name of Contractor)

By

(Signature and Title)

Alexis Leal, Director of Corporate Operations

(Type Name and Title Signed Above)

SURETY:

By

(Agent and Attorney-In-Fact)

Charles J. Nielsen

(Print/Type Name)

Address: 8000 Governors Square Blvd., Ste 101

(Street)

Miami Lakes, Fl. 33016

(City/State/Zip Code)

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.
FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

I, ___________ Munilla ______________ certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that ___________ Leal ______________, who signed the Bond on behalf of the Principal, was then Director of Cor Ops 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.

AUTHORIZED REPRESENTATIVE

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

STATE OF FLORIDA

) ) SS.

County OF BROWARD

) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared Charles J. Nielsen ______________ 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 October ___________, 2016 __.

My commission expires:

August 5, 2016

Notary Public, State of Florida at Large

Bonded by

Travelers Casualty and Surety Company of America
WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 225989
Certificate No. 006370499

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint

Charles D. Nelson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this _______ 3rd _______ day of June 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: ___________________________ Robert L. Raney, Senior Vice President

On this the _______ 3rd _______ day of June 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.

Marie C. Tetreauult, Notary Public

58440-8-12 Printed in U.S.A.