CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT:

Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

For the Aviation Department

BROWARD County, FLORIDA

through its

BOARD OF County COMMISSIONERS

of

BROWARD County, FLORIDA

And

Allied Contractors, Inc.

BID/CONTRACT NO.: Z1411406C1
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SECTION 1 - CONTRACT EXECUTION

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of ___________, 2016, and Contractor, signing by and through its authorized representative, duly authorized to execute same.

COUNTY ADMINISTRATOR ATTEST:
County Administrator and Ex-Officio Clerk of the Board of County Commissioners

Bertha Henry  6/3/16
Date
Print Name

COUNTY MAYOR or VICE-MAYOR:

Martin David Kiar  6/3/16
Mayor or Vice-Mayor  Date
Print Name

COUNTY RISK MANAGER:
Approved as to surety company qualifications, insurance requirements and insurance documentation.

Tracy Meyer, Esq.
Print Name
5/16/16
Date

COUNTY ATTORNEY:
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 42nd Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Tele copier: (954) 388-1292

Assistant County Attorney
Date

CONTRACTOR:

Allied Contractors, Inc.

Armando Carcache, President
Print Name and Title of Signer
12th Day of May, 2016

SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

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

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<td>Preconstruction Work</td>
<td>60 Days from 1st NTP</td>
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<td>275 Days from the Project Initiation Date in the 2nd NTP</td>
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<td>Final Completion</td>
<td>30 Days from Substantial Completion</td>
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<td>5.2.1</td>
<td>Liquidated Damages for each calendar day after time specified in First Notice to Proceed</td>
<td>$N/A per day</td>
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<tr>
<td>5.3.3</td>
<td>Liquidated Damages for each calendar day after time specified for Substantial Completion</td>
<td>$1,500.00 per day</td>
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<td>5.3.4</td>
<td>Liquidated Damages for each calendar day after time specified for Final Completion</td>
<td>$700.00 per day</td>
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<td>5.3.5</td>
<td>Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): Technical Specification Package</td>
<td>Interim Milestone #1: $N/A per day, Interim Milestone #2: $N/A per day, Interim Milestone #3: $N/A per day</td>
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<tr>
<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>25%</td>
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<tr>
<td>27.6</td>
<td>Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.</td>
<td>$400.00 per day</td>
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47 The parties designate the following as the respective places for giving of notice:

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

For Contractor:
Armando Carcache, President
Allied Contractors, Inc.
4700 Sheridan Street, J16
Hollywood, FL 33021

SP-1A County Business Enterprise (CBE) commitment As awarded 15.23 %

SP-6 LEED Category N/A

ITB Contract Base Amount $1,395,750.22

24 Allowance Account 1: Unforeseen Utilities $20,000.00
Allowance Account 2: Additional Maintenance of Traffic $15,000.00
Allowance Account 3: Concrete Slab Leveling $40,000.00
Allowance Account 4: Equipment/Fixtures Relocation $5,000.00
Allowance Account 5: Fire Proofing $20,000.00
Allowance Account 6: Door Replacement $4,000.00
Allowance Account 7: Airport's Concessionaire Inter-Space, Inc. $1,750.00
Allowance Account 8: Johnson Controls, Inc. $1,257.00
Allowance Account 9: WSA Systems, Inc. $9,250.00

Notice of Award Contract Price (TBD after Notice of Award) $1,512,007.22
SECTION 3 - GENERAL CONDITIONS

Article 1: Contract Definitions

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

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

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

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

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

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

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

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

1.14 **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.

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

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

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

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

1.19 **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.

1.20 **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.
1.21 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.

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

1.23 Materials: Materials incorporated in this Project.

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

1.25 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.

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

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

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

1.29 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.

1.30 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.
1.31 **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.

1.32 **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.

1.33 **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.

1.34 **Work**: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

**Article 2: Intention of County**

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

**Article 3: Separate Contracts**

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

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

**Article 4: Interpretation of the Contract**

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

4.2. Where there is a conflict between any provisions 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 a Purchase Order issued by the County or Notices to Proceed issued by the County. The First Notice to Proceed and Purchase Order will not be issued until Contractor's submission to County of all required documents and after execution of the Contract by both parties.

5.2. First Notice to Proceed.

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

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

5.2.2.1. A project schedule in compliance with the requirements of Division 1 or elsewhere in the Contract Documents. Additionally, at the request of the County, Contractor shall also provide a cost loaded schedule for review and approval.

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 Notice to Proceed.

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

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

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

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

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

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

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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.

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Article 8: Prosecution of the Work

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

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

Article 9: Supervision

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

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

Article 10: Labor and Materials

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

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

Article 11: Temporary Offsite Facilities

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

Article 12: Maintenance of Traffic

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

13.2. The Contractor shall notify each utility, facility, structure, or equipment company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility, facility, structure, or equipment which may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by the Contractor. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling. If appropriate, 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. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The Contractor shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the Contractor for any loss of time or delay caused by private utility owners.

13.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. Should the Contractor damage or interrupt the operation of a utility service or facility, Contractor shall immediately notify the proper utility service or facility owner and the County Representative. Contractor shall take all reasonable measures to prevent further damage or interruption of service.

13.5. The Contractor shall immediately repair all utilities, cables and other facilities that are damaged by its workers, equipment, or Work at its own expense with appropriate new material by skilled workers. Prior approval of the appropriate utility service and/or facility owner shall be obtained from the County Representative for the materials, workers, time of day or night, method of repairs, and any temporary or permanent repairs the Contractor may propose to any cables or utility service damaged by the Contractor during the course of the Work. The County may remedy such damage by ordering outside parties to make repairs at the expense of the Contractor. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. The Contractor, in such events, shall cooperate with the utility service or facility owner and the County Representative continuously until such damage has been repaired and service restored to the satisfaction of the utility service or facility.

Article 14: Safety and Protection

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

14.2. Contractor shall protect the Work against all loss or damage sustained until Beneficial Occupancy by County or Substantial Completion, whichever comes first, and shall promptly repair any...
14.3. The Contractor shall not be responsible for normal wear resulting from the County's use of the Work after Beneficial Occupancy or Substantial Completion. However, any defect in the Work not attributable to normal wear resulting from the County's use shall be repaired by the Contractor at no additional cost to the County.

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

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

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

Article 15: Substitutions

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 the 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:

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

18.1.3 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;
18.1.4 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, 

18.1.5 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 4i.

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

18.2.1 Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Contractor or Subcontractors.

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

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

18.3 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. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by
County, the reasonable actual cost of the County’s audit shall be reimbursed to the County by the Contractor in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (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 quantities or percentages completed, as applicable, and the amount due, together with such supporting evidence as may be required by County Representative.

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

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

21.2.2. A Certification of Payments to Subcontractors Form accompanied by a copy of the notification sent to each Subcontractor, explaining the good cause why payment has not been made;

21.2.3. A release of claims from each Subcontractor and from Contractor relative to the Work
which was the subject of and through the date of previous pay applications;

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

21.2.5. A completed Statement of Wage Compliance Form;

21.2.6. A Monthly Utilization Report Form;

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

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

21.2.9. Executed subcontracts if requested by County;

21.2.10. Subcontractor and vendor invoices, if requested by 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 the Contractor until fifty percent (50%) of the Work has been completed. Thereafter, the County shall reduce to five percent (5%), the amount of retainage withheld from each subsequent progress payment made to the Contractor. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County after written request by Contractor.

21.4.2. After fifty percent (50%) completion of the Work, the 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 the Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

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

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

21.5.7. Failure to perform Contract requirements.

21.5.8. 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. Payment shall be made only for installed materials.

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

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

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

22.3. 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 7 calendar days after receipt of the proposal request. Contractor shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum,
Contractor shall provide data in connection with the items included in "Cost of Work" in the Article, "Value of Changed Work."

22.5. The 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. The Contractor shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders

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

Article 24: Allowance Accounts

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

24.1.1. Allowance Accounts shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve or address oversight in design, County oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays, and dispute avoidance and resolution; and for making final adjustments to estimated quantities, 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 the 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 the Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the County.

24.4. County may require the Contractor to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.
24.5. The amount of an Allowance Account may be increased by a Change Order. No CPEAMs shall be issued against an Allowance Account if such CPEAMs, in the aggregate, exceed the authorized amount of that Allowance Account, until that excess has been authorized by 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 the Contractor may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by the Contractor will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order.

24.7. At Final Completion, 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 issued and 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.

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

26.2. Unit Price Calculation:

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

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

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

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

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

26.3. Lump Sum Calculation:

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

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs
necessarily incurred and paid by Contractor in the proper performance of the Work described
in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by County,
such costs shall include only the following items:

26.4.1.1. 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 the Contractor's own forces, Contractor's fee shall be ten percent (10%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds.
26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, Contractor’s fee shall be 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 the 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, the Contractor and its Subcontractor(s) of any tier performing the Work shall submit records of the cost of labor attributed to changed Work. The record shall include the name, classification, date, daily hours, total hours, rate and the extension for each laborer, tradesperson, and foreperson.

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

26.6.2.1. 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 the Contractor is entitled to Compensable Excusable Delay. No separate payment shall be made for delay or extensions to the Contract Time for changed Work, and no reservation of claims for additional time by the Contractor shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.
Article 27: 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, its Consultant 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. The Contractor shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of the Contractor to comply with all requirements as to any particular event of Project Delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all Claims resulting from that particular event of Project delay.

27.3. 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 the Contractor or any Subcontractor, materialman, supplier or vendor to the Contractor. Delays in obtaining permits caused by the Contractor’s actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the Contractor to Liquidated Damages.

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

27.5. 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 the 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, its Consultant 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. The 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 the Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the County and the Consultant, such as delay(s) caused by the permitting agencies, to the extent that such delays were not caused by the Contractor, or

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

27.7.4. 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 the 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 the Contractor’s failure to carry out the instructions of the County, or for any other Delays not specifically deemed to be Excusable Delay.

Article 28: Severe Weather

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

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

Article 29: Notification and Claim for Change of Contract Time or 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 the Contractor and the number of days of Delay sought by the Contractor. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. 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, 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, the Contractor must discuss the disputed issue at a Dispute Avoidance Panel meeting before the Contractor may submit a Claim. Failure to discuss a disputed matter at a Dispute Avoidance Panel meeting shall constitute a waiver of any Claim arising from that matter.

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 the Contractor signs the Change Order, except as specifically included in a reservation of claims within Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation Page 30 of 101 BCF #170AV (Rev. 03.24.15)
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.

Article 30: Inspection and Testing

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

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

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

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

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

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

30.7. For road construction projects, the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

Article 31: Defective Work and Non-Conforming Work

31.1. County shall reject defective Work. All materials and equipment furnished will be new unless otherwise specified and all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not authorized, may be considered defective.
31.2. Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including the cost of testing laboratories and personnel.

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

31.4. If, within one (1) year after Substantial Completion or such longer period of time 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 the Contractor of any responsibility for the correction of Work or for the performance of Work not complete at the time of Beneficial Occupancy.

32.3. Prior to Beneficial Occupancy, the Contractor shall obtain a Certificate of Occupancy or Completion from the appropriate Authority Having Jurisdiction.

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

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

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

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

Article 33: Partial Substantial Completion

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

Article 34: Substantial Completion

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

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

34.1.2. Contractor shall deliver all executed warranties.

34.1.3. Contractor shall deliver all as-built drawings.

34.1.4. Contractor shall deliver operation and maintenance manuals.

34.1.5. Contractor shall deliver evidence that all permits have been satisfied and closed, and that
a final certificate of completion or certificate of occupancy has been issued.

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

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

34.2. After Substantial Completion is established, Contractor may invoice for retainage provided that
County will retain up to 150% of the value of the items to be corrected or completed by Contractor.
Article 35: Guarantees And Warranties

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

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

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

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

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

Article 36: Clean Up

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

Article 37: Final Acceptance and Final Payment

37.1. Contractor shall notify County when the Work is ready for final inspection. County shall confirm that all punchlist items have been completed, final quantities of unit price items have been reconciled, the requisite documents have been submitted, the requirements of the Contract Documents have been fully satisfied, all credits due County are reconciled, and all conditions of the permits and regulatory agencies have been met.

37.2. Before requesting final payment, Contractor shall deliver to County: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, “FINAL LIST OF CERTIFIED (CBE or DBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS.”

37.3. Final payment shall be made only after the County has reviewed and approved the Final payment package. Contractor’s acceptance of final payment shall constitute a waiver of all claims by Contractor.
Article 38: Performance Bond and Payment Bond

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

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

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

Article 40: Suspension of Work

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

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

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

Article 41: Termination

41.1. Termination for Cause by County. If Contractor 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 Sudan List.
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 the Contractor. Contractor shall not be entitled to receive any further payment.

41.1.1. County may make demand on the Surety to complete the Work without further agreement. 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. The Contractor shall at all times observe and comply with all laws, ordinances, codes, rules, regulations, orders, and decrees of any public body having jurisdiction in performing its duties, responsibilities, and obligations related to the Contract Documents.

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

**Article 43: Permits and Fees**

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

43.2. Contractor shall maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons and Subcontractors working on the Project for whom a Certificate of Competency is required.

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

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

**Article 44: Royalties and Patents**

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

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

This 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 16½, as may be amended from time to time. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

Article 47: Notices

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

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

3. In performing services for this Project, the Parties hereby incorporate Contractor's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified in 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 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.

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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 162 of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the Contractor to comply shall be a material breach of the Contract, entitling the County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the Contractor until the Contractor complies; (2) termination of the Contract; (3) and suspension or debarment of the Contractor from doing business with the County.
SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

NOT USED
1. COUNTY Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program ("OCIP") for the Project. The OCIP will be administered by a third party. The OCIP is more fully described in the most current version Insurance Manual and Safety and Loss Prevention Manual (the "Insurance Manual") for the Project, as may be amended and revised from time to time. Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The OCIP will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, Excess Liability insurance, Builder's Risk insurance, and Pollution Liability insurance as summarily described below, in connection with the performance of the Work ("OCIP Coverages").

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

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

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

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

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

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

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

Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in this Article, and in the Insurance Manual for all on-site and off-site operations.
1.3. OCIP Insurance Policies Establish the OCIP Coverages. The OCIP Coverages and exclusions summarized in this Article or in the Insurance Manual are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverages in this Article or the Insurance Manual are not intended to be exhaustive, or to alter or amend any provision of the actual OCIP Coverages. In the event that any provision of this Article, or the Insurance Manual conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

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

Summary Only

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

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

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

Bodily Injury by Accident, each accident $1,000,000

Bodily Injury by Disease, each employee $1,000,000

Bodily Injury by Disease, policy limit $1,000,000

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

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

Each Occurrence Limit $2,000,000

General Aggregate Limit for all Enrolled Parties $4,000,000

Products & Completed Operations Aggregate for all Enrolled Parties $4,000,000

Ten (10) Years Products & Completed Operations Extension
This insurance is primary for all occurrences at the Project site.

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

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

Ten (10) Years Products & Completed Operations Extension

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

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

- Each Loss: $200,000,000
- Aggregate: $200,000,000

CONTRACTOR shall be responsible for all deductibles under the Contractor’s Pollution Liability (“CPL”) insurance, up to $50,000.
1.5. COUNTY's Obligations. COUNTY shall pay the costs of premiums for the OCIP Coverages. COUNTY will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR hereby assigns to COUNTY the right to receive all such adjustments, and shall require each of its Subcontractors of every tier to assign to COUNTY the right to receive all such adjustments. COUNTY assumes no obligation to provide insurance other than that specified in this Article, and in the OCIP insurance policies. COUNTY’S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, CONTRACTOR or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which CONTRACTOR or any of its Subcontractors have to COUNTY thereunder. COUNTY reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.

1.6. CONTRACTOR'S OCIP Obligations. CONTRACTOR shall:

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

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

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

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

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

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

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

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

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

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

2.2. Workers' Compensation insurance at the Statutory Limit in compliance with the Workers Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate, and Employer's Liability insurance with limits of not less than $1,000,000 each accident, $1,000,000 each employee, and with a $1,000,000 policy limit.

2.3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The limits shall be:
Included/Excluded

| Each Occurrence              | $1,000,000/$2,000,000 |
| General Aggregate            | $2,000,000/$4,000,000 |
| Products/Completed Operations Aggregate | $2,000,000/$4,000,000 |
| Personal/Advertising Injury Aggregate | $1,000,000/$2,000,000 |

Ten (10) Years Products/Completed Operations Extension

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

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

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

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

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

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

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

2.7. For all policies provided under this Article, if the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

2.8. For all policies provided under this Article, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.

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

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

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

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


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

3.1.1. All information they submit to COUNTY, or to the OCIP Administrator, shall be accurate and complete.

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

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

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

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

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

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

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

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

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

NOT USED
SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

NOT USED
SPECIAL PROVISION 7A: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

NOT USED
NOT USED
SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED
SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

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

1. **SECURITY**

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

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

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

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

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

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

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

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

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

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

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

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

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS.** The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
   
   a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and
b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
8. **TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF $10,000)**

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

b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/contractor shall be liable to the County for any additional cost occasioned to the County thereby.

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

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

9. **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.

Consultant/contractor agrees to insert the foregoing provisions in any agreements between
consultant/contractor or subconsultants/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 consultant/contractor hereby agrees to pay its subconsultants/subcontractors
and suppliers within thirty (30) calendar days following receipt of payment from the County.
Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its
subconsultants/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 subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This
clause applies to both DBE and non-DBE subconsultant/subcontractors.

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

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties
involved in prompt payment disputes to facilitate an amicable resolution
SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

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 ensure compatibility of submittal with County’s uses and information systems.
   b) No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

(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. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(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 the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:

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

b) Where electronic media submittals of final site surveys are required, 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 the
Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-
built drawings at the Contractor’s option. Make electronic file drawings available on DVD/CD
ROM media.

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

(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

Report No. ___

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<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
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<th>Project Description:</th>
<th>Project Completion Date:</th>
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<th>Period Ending:</th>
<th>Amt. Paid to Prime:</th>
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<tr>
<th>Contact Person:</th>
<th>Telephone#: ( )</th>
<th>Fax#: ( )</th>
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SUBCONTRACTING INFORMATION
TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

<table>
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<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>
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Total Amount Paid to Subcontractors to Date:

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

Signature: _______________________________ Title: ___________ Date: ___________

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

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

**FINAL (CBE) UTILIZATION REPORT**

<table>
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<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
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<th>Project Description:</th>
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**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>Worked Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
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</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-P
FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING or DAVIS BACON WAGE RATE)

No. ______________________

Contract No. ______________________

Project Title ______________________

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

Dated _____________, 20__

Contractor

By ______________________

(Signature)

By ______________________

(Name and Title)

STATE OF )

SS. )

COUNTY OF )

The foregoing instrument was acknowledged before me 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:
__________________________________________ Signature of Authorized
Representative
__________________________________________ Title: __________________________________________
(Seal)

Attachment: Surety Power of Attorney

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation
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8CF #170AV (Rev. 03.24.15)
**FORM GC-5 CONSENT OF SURETY – CHANGE ORDER**

### CONSENT OF SURETY AND INCREASE OF PENALTY

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 $ and the penalty of the payment bond or bonds is increased by $ . However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

<table>
<thead>
<tr>
<th>NAME OF SURETY(IES)</th>
<th>INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
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<td>B.</td>
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<tr>
<td>C.</td>
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</table>

5. **BUSINESS ADDRESS**

6. **SIGNATURE**

7. **TYPED NAME AND TITLE**

8. **DATE THIS CONSENT EXECUTED**

9. **CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)**

10. **PERSON EXECUTING CONSENT (Signature)**

11. **TYPED NAME AND TITLE**

12. **DATE THIS CONSENT EXECUTED**

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

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

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation
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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>
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Dated __________, 20__

Contractor

By ____________________________

(Signature)

By ____________________________

(Name and Title)

STATE OF ____________________________

County OF ____________________________

Acknowledged before me this _____ day of _____________, 20__, by _____________ who is personally known to me or who has produced ________________________________ as identification and who did/did not take an oath.

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

(NOTARY SEAL) ____________________________

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

______________________________

(Title or rank)

My commission expires: ____________________________

(Serial number, if any)

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation
Page 89 of 101
BCF #170AV (Rev. 03.24.15)
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 the Contractor and the amounts thereof. If none, so state.)

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

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

________________________________________

WITNESS:

__________________ (Signature)

__________________ Printed Name

__________________ (Signature)

__________________ Printed Name

SUBCONTRACTOR

__________________ (Seal)

__________________ Company Name

__________________ (Signature)

__________________ Printed Name & Title

__________________ Printed Name

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation
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:

CONTRACTOR

(Signature) ____________________________ (Seal)

Company Name ____________________________

(Signature) ____________________________

Printed Name & Title ____________________________

Printed Name ____________________________

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation
Page 91 of 101
BCF #170AV (Rev. 03.24.15)
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: SUBCONTRACTOR

________________________
(Signature)

Company Name

________________________
(Printed Name)

(Signature)

______________
(Printed Name & Title)
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:

____________________ (Seal)

Company Name

(Signature)

Printed Name

(Signature)

Printed Name & Title

CONTRACTOR

____________________

(Signature)

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)

Commission No: _____ Expires: ___/___/___

(Seal)

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>
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**Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation**

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BCF #170AV (Rev. 03.24.15)
FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

__________________________
(Print/Type Name)

__________________________
(Street)

__________________________
(City/State/Zip Code)

Telephone No.: ________________

Bid# Z1411406C1 / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

Page 97 of 101

BCF #170AV (Rev. 03.24.15)
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 the Contractor with a written notice that he or she intends to look to the bond for protection.

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

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

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

__________________________  
Secretary  

__________________________  
(Name of Contractor)  

__________________________  
By__________________________  
(Signature and Title)  

__________________________  
(Corporate Seal)  

__________________________  
(Type Name and Title Signed Above)  

IN THE PRESENCE OF: 

__________________________  
Signature  

__________________________  
(Print Name)  

__________________________  
Address: ______________________  

__________________________  
Signature  

__________________________  
(Print Name)  

__________________________  
(City/State/Zip Code)  

__________________________  
Agent and Attorney-in-Fact
Bid #21411406C1 - Terrazzo Floors at Terminal 4 at Fort Lauderdale Hollywood International Airport

**Vendor view of bid**

**Bid Information**
- Agency Information: Broward County Board of County Commissioners, FL
- Bid Title: Terrazzo Floors at Terminal 4 at Fort Lauderdale Hollywood International Airport
- Bid Number: #21411406C1
- Bid Close Date: Feb 13, 2016 2:00:00 PM EST
- Bid Open Date: Feb 13, 2016 2:00:00 PM EST
- Bid Instructions: A copy of the bid document is available for download.

**Time Left**
- Bid started: Jan 19, 2016 9:10:20 AM EST
- Bid ended: Jan 19, 2016 9:10:20 AM EST

**Notifications**
- # of suppliers that viewed: 0
- Q & A
- Questions & Answers
- Q&A Deadline: Feb 1, 2016 5:00:00 PM EST

**Pre-Bid Conference(s)**
- Jan 27, 2016 9:00:00 AM EST
- Location: Fort Lauderdale Hollywood International Airport - Terminal 4
- 303 Terminal Drive
- Fort Lauderdale, FL 33317
- Terminal 4 Conference Room B on 3rd Floor
- See Pre-Bid Conference Map - attachment

**Approval**
- View Approval Flow: View Approval Flow
- Approval Status: Approved

**Bid Comments**
- Contract Duration: 1 Time Purchase
- Contract Renewal: Not Applicable
- Price Good For: 120 days
- Budgeted Amount: $1,700,000.00 (unchanged)
- Bid Allowance Amount: $1,625,799

**Bid Documents**
- Scope Includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidental for the installation of terrazzo floors and relocation of Spirit Baggage Service Office in Terminal 4 at the Fort Lauderdale Hollywood International Airport. Included includes installation of terrazzo floors, preparation of existing concrete floors and demolition of content throughout the baggage claim area and ticketing level of Terminal 4. The project also includes demolition of office spaces and construction of new office space and interior partitions along with an aluminum and glass architectural system. There will be new and modifications to electrical, communication (data), millwork, furnishing, interior finishes, lighting, mechanical, fire sprinkler systems and fire alarm, as well as HVAC plant modifications.
- This solicitation includes participation goals for Broward County certified Community Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.
- Workforce One Investment Program applies to this contract. Refer to Workforce Investment Program Requirements section for additional information.

**Bid Guarantee:** Each submitter shall be accompanied by a bid guarantee in an amount equal to five percent (5%) of the bid amount. Refer to Bid Guarantee section for requirements.

https://www.bidsync.com/DPX?ac=view&auc=1993199

4/28/2016
Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification requests must be submitted through BidSync by the date and time specified in the solicitation document (including any addenda). The County will respond to all questions via BidSync and then contact BidSync for technical assistance.

- The following sheets have been replaced in their entirety in order to update terrazzo floor limits to current existing conditions:
  - Sheet Add 1: Sheet A1.04, Sheet A2.04, Sheet C5.04, Sheet D1.04, Sheet E2.04, Sheet F2.04
  - Sheet Add 2: Sheet A1.04b, Sheet A2.04b, Sheet C5.04b, Sheet D1.04b, Sheet E2.04b, Sheet F2.04b

- The following sheets have been replaced in their entirety due to amended contract modification with:
  - Sheet Add 1: Sheet A1.04, Sheet A2.04, Sheet C5.04, Sheet D1.04, Sheet E2.04, Sheet F2.04

Vendor's solicitation response must be submitted electronically through BidSync. It is the Vendor's sole responsibility to ensure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Select All | Select Name | Download Selected

1. [ ] Special Instructions for Vendors, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf
2. [ ] Standard Instructions for Vendors (Contracting) (Download)
3. [ ] Office of Economic and Small Business Development CBG Goals (Download)
4. [ ] Security Requirements - Aviation (Download)
5. [ ] Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety (Download)
6. [ ] Acknowledgement Form, Vendor Questionnaire, and Qualification Certification (Download)
7. [ ] Contract Form, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
8. [ ] Standard Instructions for Vendors (Contracting) (Download)
9. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
10. [ ] Contractor's Domestic Partnership Requirement Certification (Download)
11. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
12. [ ] Acknowledgement Form, Vendor Questionnaire, and Qualification Certification (Download)
13. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
14. [ ] Domestic Partnership Requirement Certification (Download)
15. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
16. [ ] Domestic Partnership Requirement Certification (Download)
17. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
18. [ ] Technical Specifications, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
19. [ ] Technical Specifications, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
20. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
21. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
22. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
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24. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
25. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
26. [ ] Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)

Item Title
Z1411406C1-01-01 Performance and Payment Guaranty and Qualification Certification
Z1411406C1-01-02 Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety (Download)
Z1411406C1-01-03 Domestic Partnership Requirement Certification (Download)
Z1411406C1-01-04 Technical Specifications, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
Z1411406C1-01-05 Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
Z1411406C1-01-06 Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
Z1411406C1-01-07 Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)
Z1411406C1-01-08 Pre-Bid Documents, Z1411406C1 Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation.pdf (Download)

4/28/2016
https://www.bidsync.com/DPX?ac=view&auc=1993199
Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

https://www.bidsync.com/DPX?ac=view&auc=1993199

4/28/2016
### Allied Contractors Inc.

**Bid Contact** Mirtha Cruz  
**mirtha@allied-contractors.com**  
**Ph 305819**  

**Address** 2302 W. 79th Street  
Hialeah, FL 33016

<table>
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<tr>
<th>Item #</th>
<th>Line Item</th>
<th>Notes</th>
<th>Unit Price</th>
<th>Qty/Unit</th>
<th>Attach. Docs</th>
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<td>Relocation</td>
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Bid Allowance $116,257.00

BidSync p. 6
Allied Contractors Inc.

Item: Performance and Payment Guaranty and Auto Insurance

Attachments
BID BOND.pdf
BROWARD COUNTY RECEIPT BID BOND SUBMISSION.pdf
Broward County Local Business Tax Receipt.pdf
GENERAL CONTRACTOR LICENSE.pdf
Bid Bond

CONTRACTOR: Allied Contractor's, Inc.
2302 W. 79th Street
Hialeah, FL 33016

SURETY: Allied World Specialty Insurance Company
1690 New Britain Avenue, Suite 101
Farmington, CT 06032

OWNER: Broward County Board of County Commissioners
115 S. Andrews Avenue, #409
Fort Lauderdale, FL 33301

BOND AMOUNT: Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

Bid No.: Z1411406C1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of February, 2016.

Witness/Attorney:

By: ____________________________
Afiliated Contractor's, Inc.

By: ____________________________
Allied World Specialty Insurance Company (Surety)

By: ____________________________
Warren Alter, Attorney-In-Fact

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.
POWER OF ATTORNEY

Allied World Specialty Insurance Company
30 S. 17th St, Suite 1600
Philadelphia, PA 19103
USA

Issue Date: November 30, 2015
No. 27560-AS1093
Single Transaction Limit: $10,000,000

KNOW ALL MEN BY THESE PRESENTS:
Allied World Specialty Insurance Company, a Delaware corporation (the "Company") does hereby appoint
NAME(s): David Setine
Warren Alter
FIRM: Aller Surety Group, Inc. 5679 NW 151st Street Suite 104 Miami Lakes, FL 33014

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD SPECIALTY INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 30th day of November, 2015

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
ELIZABETH K. BIelli, Notary Public
My Commission Expires August 1, 2018
Title: Senior Vice President - Surety

State of Pennsylvania )
County of Philadelphia )ss.

On this 30th day of November, 2015, before me came the above-named officer of ALLIED WORLD SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD SPECIALTY INSURANCE COMPANY (formerly known as Darwin National Assurance Company), on December, 2012:

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

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

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

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

I, TIMOTHY J. CURRY, Secretary of the ALLIED WORLD SPECIALTY INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 17th day of February, 2016

Timothy J. Curry, Secretary
ALTER SURETY GROUP, INC

In compliance with Florida Statute Chapter 255.05, 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.

Bond Number: S001-3331

Contractor: Allied Contractor's, Inc.
Address & Phone No.: 2302 W. 79th Street
Hialeah, FL 33016
305-819-4599

Surety: Allied World Insurance Company
Address & Phone No.: 199 Water Street
New York, NY 10038
646-794-0500

Owner Name: Broward County
Address & Phone No.: 115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
954-357-6066

Contract/Project Number: Z1411406C1

Project Name: Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

Project Location: Fort Lauderdale – Hollywood International Airport 33300

Legal Description and Street Address: Fort Lauderdale – Hollywood International Airport 33300

Description of Improvement: Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the bond.
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We Allied Contractor's, Inc. as Principal, hereinafter called Contractor, and Allied World Insurance Company as Surety, under the assigned Bond Number S001-3331, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of * One Million Five Hundred Twelve Thousand Seven and 22/100 Dollars ($1,512,007.22) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

*One Million Five Hundred Twelve Thousand Seven and 22/100

WHEREAS, Contractor has by written agreement dated the 28th day of April 20_ entered into a Contract, Bid/Contract No.: Z1411406C1, with County, for construction of Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation, 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 10th day of May, 2016.

CONTRACTOR:

ATTEST: 

[Signature and Title]

SECRETARY

[Signature]

Laurelle Canaresco

(Print/Type Name)

(Corporate Seal)

IN THE PRESENCE OF:

[Signature]

Dawn Auspitz

(Print Name)

[Signature]

Karol Kelly

(Print Name)

SURETY:

Allied World Insurance Company

By

[Signature]

Warren Alter, Agent and Attorney-in-Fact

(Print/Type Name)

Address: 199 Water Street

(Street)

New York, NY 10038

(City/State/Zip Code)

Telephone No.: 646-794-0500
BY THIS BOND, We, Allied Contractor's, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 2302 W. 79th Street
Hialeah, FL 33016
Phone: (305) 819-4599

And Allied World Insurance Company, as Surety, located at:

Business Address: 199 Water Street
New York, NY 10038
Phone: (646) 794-0500

under the assigned Bond Number S001-3331, and pursuant to Section 255.05, Florida Statutes, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called County, in the amount of $1,512,007.22 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 28th day of April, 2016, entered into a Contract, Bid/Contract No.: Z1411406C1, with County, for construction of Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation located at Fort Lauderdale - Hollywood International Airport-Terminal 4, which Contract Documents are by reference incorporated herein, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

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

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

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

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

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

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

e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(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 10th day of May, 2016.

ATTEST:

Secretary

[Signature]

[Corporate Seal]

IN THE PRESENCE OF:

[Signature]

Dawn Auspitz

[Print Name]

[Signature]

Karol Kelly

[Print Name]

CONTRACTOR:

Allied Contractor's, Inc.

[Name of Contractor]

[Signature and Title]

[Signature and Title Signed Above]

SURETY: Allied World Insurance Company

[Type Name and Title]

[Signature]

Warren Alter, Agent and Attorney-in-Fact

[Print/Type Name]

Address: 199 Water Street

[Street]

New York, NY 10038

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

(SELECT SECRETARY OR AUTHORIZED REPRESENTATIVE)

SECRETARY

I, Lourdes Carcache, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that Armando Carcache, who signed the Bond on behalf of the Principal, was then President 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

Allied Contractors, Inc.

(NAME OF CORPORATION)

AUTHORIZED REPRESENTATIVE

I, Armando Carcache, President, 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.

(Name of Contractor)

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared Armando Carcache, President 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 10th day of May 2016.

My commission expires: 8/24/2017

[Notary Public Seal]

Bid# Z1411406Cl / Terrazzo Floors at Terminal 4 and Spirit Baggage Service Office Relocation

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Bid Z1411406Cl

BCF R170AV (Rev. 03.24.15)
Allied World Surety
Division of Allied World Insurance Company
30 S. 17th St., Suite 810
Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: April 22, 2016
No. 27560-A1014
Single Transaction Limit: $10,000,000

KNOW ALL MEN BY THESE PRESENTS:
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): David Satine
Warren Alter

FIRM: AutoSurety Group, Inc., 5979 NW 151st Street Suite 202 Miami Lakes, FL 33014

It is true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer(s) named below, who is duly authorized and empowered to execute on the Company’s behalf.

This 22nd day of April, 2016

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer") and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-In-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company’s surety business to execute (under the common seal of this Corporation or corporate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation’s transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation’s transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made horizontally or otherwise, whenever appearing upon a copy of any Power of Attorney of the Corporation, with a signature affixed as hereabove noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation’s transaction of surety business, any such Attorney-In-Fact delivering a secretary or other certification that the foregoing resolutions will be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-In-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate) laws, rules and do any act for and on behalf of the Corporation any and all contracts, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever, in connection with the Corporation’s transaction of surety business, as such Authorized Officers shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters therefrom and to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovsky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation this 10th day of May 2016.

Daniel Zharkovsky, AVP, Assistant General Counsel

SUR 00004.003 (2013)