STANDARD FORM
CONSTRUCTION CONTRACT DOCUMENTS

PROJECT MANUAL FOR THE FOLLOWING PROJECT(S):

Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2 and 3
(FEMA Wind Retrofit Grant No. 1609-146-R)

(OCIP Project)

BROWARD COUNTY AVIATION DEPARTMENT
through its
BOARD OF COUNTY COMMISSIONERS
of
BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Z0991411C1-T1, 2, 3
NOTICE

The attached Construction Contract Documents have been approved as to legal form by the Office of the County Attorney, and approved by the Office of Economic and Small Business Development, Risk Management Division and the Purchasing Division relating to their respective areas of responsibility, prior to the public notice of the Invitation for Bid.

Aviation Department, Airport Development Division
(Using Division)

(Marc Gambrill, Director, Capital Improvement Program)

Approved by:

Miguel Audler
Purchasing Agent

Date 2/23/12

Deborah Boothe Mastin, Assistant County Attorney

Date 1/18/2012

Dawn Mehler, Risk Manager

Date 1/18/12

Norman E. Taylor, Director, Office of Economic and Small Business Development

Date 12/20/11

Phase One - CBE goal not applicable to Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2, 3 (due to FEMA funding)

Phase Two - CBE goal 25% for Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection

CAF#170 Hurricane Protection Terminal 1, 2 and 3

and Rental Car Center Hurricane Protection
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY BUSINESS ENTERPRISE NOTICE (CBE)</td>
<td>1</td>
</tr>
<tr>
<td>REQUIREMENTS FOR CONTRACTS WITH FEMA FEDERAL FUNDING</td>
<td>7</td>
</tr>
<tr>
<td>NOTICE FOR BIDS</td>
<td>17</td>
</tr>
<tr>
<td>00100 GENERAL INSTRUCTIONS TO BIDDERS</td>
<td>21</td>
</tr>
<tr>
<td>00110 CERTIFICATION OF VENDORS PROVIDING BENEFITS FOR DOMESTIC PARTNERS (Not applicable due to FEMA funding)</td>
<td>24</td>
</tr>
<tr>
<td>00200 DEFINITIONS</td>
<td>26</td>
</tr>
<tr>
<td>00300 INSTRUCTIONS TO BIDDERS</td>
<td>30</td>
</tr>
<tr>
<td>1. Examination of Contract Documents and Site</td>
<td>30</td>
</tr>
<tr>
<td>2. Pre-Bid Interpretations</td>
<td>30</td>
</tr>
<tr>
<td>3. Submission of Sealed Bids</td>
<td>30</td>
</tr>
<tr>
<td>4. Printed Form of Bid</td>
<td>31</td>
</tr>
<tr>
<td>5. Bid Guaranty</td>
<td>31</td>
</tr>
<tr>
<td>6. Acceptance or Rejection of Bids</td>
<td>31</td>
</tr>
<tr>
<td>7. Determination of Award</td>
<td>32</td>
</tr>
<tr>
<td>8. Evaluation</td>
<td>32</td>
</tr>
<tr>
<td>9. Contract Price</td>
<td>32</td>
</tr>
<tr>
<td>10. Postponement of Date for Presenting and Opening of Bids</td>
<td>32</td>
</tr>
<tr>
<td>11. Qualifications of Bidders</td>
<td>32</td>
</tr>
<tr>
<td>12. Addenda and Modifications</td>
<td>33</td>
</tr>
<tr>
<td>13. Prevailing Wage Rates</td>
<td>33</td>
</tr>
<tr>
<td>14. Occupational Health and Safety</td>
<td>33</td>
</tr>
<tr>
<td>15. Environmental Regulations</td>
<td>34</td>
</tr>
<tr>
<td>16. &quot;Or Equal&quot; Clause</td>
<td>34</td>
</tr>
<tr>
<td>17. Protested Solicitation and Award</td>
<td>34</td>
</tr>
<tr>
<td>18. False Claims</td>
<td>34</td>
</tr>
<tr>
<td>19. OCIP Certification</td>
<td>35</td>
</tr>
<tr>
<td>20. Bid Review Process</td>
<td>35</td>
</tr>
<tr>
<td>00320 REQUIREMENTS FOR CONTRACTS WITH CBE GOALS</td>
<td>36</td>
</tr>
<tr>
<td>SCHEDULE OF CBE PARTICIPATION- 2009 SOP</td>
<td>41</td>
</tr>
<tr>
<td>CBE LETTER OF INTENT- 2009 LOI</td>
<td>42</td>
</tr>
<tr>
<td>SCHEDULE OF CBE UNAVAILABILITY- 2009 URF</td>
<td>43</td>
</tr>
<tr>
<td>00400 BID/ TENDER FORM</td>
<td>44</td>
</tr>
<tr>
<td>00405 COUNTY LICENSES, PERMITS AND FEES</td>
<td>47</td>
</tr>
<tr>
<td>00407 SCHEDULE OF PRICES BID</td>
<td>48</td>
</tr>
<tr>
<td>00410 BID GUARANTY FORM/ UNCONDITIONAL LETTER OF CREDIT</td>
<td>51</td>
</tr>
<tr>
<td>00500 SUPPLEMENT TO BID/ TENDER FORM QUESTIONNAIRE</td>
<td>53</td>
</tr>
<tr>
<td>00510 SUPPLEMENT TO BID/ TENDER FORM CERTIFICATION/LICENSE REQUIREMENTS</td>
<td>59</td>
</tr>
<tr>
<td>00520 SUPPLEMENT TO BID/ TENDER FORM NON-COLLUSION CERTIFICATE</td>
<td>61</td>
</tr>
<tr>
<td>00530 SUPPLEMENT TO BID/ TENDER FORM DRUG FREE WORKPLACE CERTIFICATION</td>
<td>62</td>
</tr>
<tr>
<td>00540 SUPPLEMENT TO BID/ TENDER FORM TRENCH SAFETY ACT</td>
<td>63</td>
</tr>
</tbody>
</table>

CAF#170 Hurricane Protection Terminal 1, 2 and 3
<table>
<thead>
<tr>
<th>Article</th>
<th>Section Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>00550</td>
<td>RECYCLED CONTENT INFORMATION</td>
<td>64</td>
</tr>
<tr>
<td>00600</td>
<td>CONTRACT</td>
<td>68</td>
</tr>
<tr>
<td>Article 1</td>
<td>SCOPE OF WORK</td>
<td>68</td>
</tr>
<tr>
<td>Article 2</td>
<td>CONTRACT TIME</td>
<td>68</td>
</tr>
<tr>
<td>Article 3</td>
<td>THE CONTRACT SUM</td>
<td>70</td>
</tr>
<tr>
<td>Article 4</td>
<td>PROGRESS PAYMENTS</td>
<td>70</td>
</tr>
<tr>
<td>Article 5</td>
<td>ACCEPTANCE AND FINAL PAYMENT</td>
<td>72</td>
</tr>
<tr>
<td>Article 6</td>
<td>MISCELLANEOUS</td>
<td>73</td>
</tr>
<tr>
<td></td>
<td>CONTRACT EXECUTION</td>
<td>77</td>
</tr>
<tr>
<td>00708</td>
<td>FORM CERTIFICATE OF INSURANCE(OCIP and VENDOR)</td>
<td>79</td>
</tr>
<tr>
<td>00710</td>
<td>FORM OF PERFORMANCE BOND</td>
<td>80</td>
</tr>
<tr>
<td>00720</td>
<td>FORM OF PAYMENT BOND</td>
<td>83</td>
</tr>
<tr>
<td>00721</td>
<td>CERTIFICATE AS TO CORPORATE PRINCIPAL</td>
<td>86</td>
</tr>
<tr>
<td>00722</td>
<td>FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000.00 OR LESS</td>
<td>86</td>
</tr>
<tr>
<td>00735</td>
<td>PERFORMANCE AND PAYMENT GUARANTY FORM UNCONDITIONAL LETTER OF CREDIT</td>
<td>89</td>
</tr>
<tr>
<td>00800</td>
<td>GENERAL CONDITIONS</td>
<td>91</td>
</tr>
<tr>
<td>1.</td>
<td>Project Manual</td>
<td>91</td>
</tr>
<tr>
<td>2.</td>
<td>Intention of COUNTY</td>
<td>91</td>
</tr>
<tr>
<td>3.</td>
<td>Preliminary Matters</td>
<td>92</td>
</tr>
<tr>
<td>4.</td>
<td>Performance Bond and Payment Bond</td>
<td>93</td>
</tr>
<tr>
<td>5.</td>
<td>Qualification of Surety</td>
<td>94</td>
</tr>
<tr>
<td>6.</td>
<td>Indemnification</td>
<td>95</td>
</tr>
<tr>
<td>7.</td>
<td>Owner Controlled Insurance Program Requirements</td>
<td>96</td>
</tr>
<tr>
<td>8.</td>
<td>Labor and Materials</td>
<td>107</td>
</tr>
<tr>
<td>9.</td>
<td>Royalties and Patents</td>
<td>107</td>
</tr>
<tr>
<td>10.</td>
<td>Weather</td>
<td>108</td>
</tr>
<tr>
<td>11.</td>
<td>Permits, Licenses, and Impact Fees</td>
<td>108</td>
</tr>
<tr>
<td>12.</td>
<td>Dispute Avoidance and Resolution</td>
<td>109</td>
</tr>
<tr>
<td>13.</td>
<td>Inspection of Work</td>
<td>118</td>
</tr>
<tr>
<td>14.</td>
<td>Superintendence and Supervision</td>
<td>119</td>
</tr>
<tr>
<td>15.</td>
<td>COUNTY's Right to Terminate Contract</td>
<td>120</td>
</tr>
<tr>
<td>16.</td>
<td>CONTRACTOR's Right to Stop Work or Terminate Contract</td>
<td>122</td>
</tr>
<tr>
<td>17.</td>
<td>Assignment</td>
<td>123</td>
</tr>
<tr>
<td>18.</td>
<td>Rights of Various Interests</td>
<td>123</td>
</tr>
<tr>
<td>19.</td>
<td>Explosives</td>
<td>123</td>
</tr>
<tr>
<td>20.</td>
<td>Differing Site Conditions</td>
<td>123</td>
</tr>
<tr>
<td>21.</td>
<td>Plans and Working Drawings</td>
<td>124</td>
</tr>
<tr>
<td>22.</td>
<td>CONTRACTOR to Check Plans, Specifications, and Data</td>
<td>124</td>
</tr>
<tr>
<td>23.</td>
<td>CONTRACTOR's Responsibility for Damages and Accidents</td>
<td>124</td>
</tr>
<tr>
<td>24.</td>
<td>Warranty</td>
<td>125</td>
</tr>
<tr>
<td>TABLE OF CONTENTS</td>
<td>PAGE</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>(Continued)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Supplementary Drawings</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>26. Defective Work</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>27. Taxes</td>
<td>126</td>
<td></td>
</tr>
<tr>
<td>28. Subcontracts</td>
<td>126</td>
<td></td>
</tr>
<tr>
<td>29. Separate Contracts</td>
<td>127</td>
<td></td>
</tr>
<tr>
<td>30. Use of Completed Portions</td>
<td>127</td>
<td></td>
</tr>
<tr>
<td>31. Lands for Work</td>
<td>129</td>
<td></td>
</tr>
<tr>
<td>32. Legal Restrictions and Traffic Provisions</td>
<td>129</td>
<td></td>
</tr>
<tr>
<td>33. Location and Damage to Existing Facilities, Equipment or Utilities</td>
<td>129</td>
<td></td>
</tr>
<tr>
<td>34. Value Engineering</td>
<td>130</td>
<td></td>
</tr>
<tr>
<td>35. Continuing the Work</td>
<td>130</td>
<td></td>
</tr>
<tr>
<td>36. Changes in the Work or Terms of Contract Documents</td>
<td>131</td>
<td></td>
</tr>
<tr>
<td>37. Field Orders and Supplemental Instructions</td>
<td>131</td>
<td></td>
</tr>
<tr>
<td>38. Change Orders</td>
<td>131</td>
<td></td>
</tr>
<tr>
<td>39. Value of Change Order Work</td>
<td>132</td>
<td></td>
</tr>
<tr>
<td>40. Notification and Claim for Change of Contract Time or Contract Price</td>
<td>137</td>
<td></td>
</tr>
<tr>
<td>41. No Damages for Delay</td>
<td>138</td>
<td></td>
</tr>
<tr>
<td>42. Excusable Delay; Compensable; Non-Compensable</td>
<td>138</td>
<td></td>
</tr>
<tr>
<td>43. Substantial Completion</td>
<td>139</td>
<td></td>
</tr>
<tr>
<td>44. No Interest</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>45. Shop Drawings</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>46. Field Layout of the Work and Record Drawings</td>
<td>141</td>
<td></td>
</tr>
<tr>
<td>47. Safety and Protection</td>
<td>142</td>
<td></td>
</tr>
<tr>
<td>48. Final Bill of Materials</td>
<td>143</td>
<td></td>
</tr>
<tr>
<td>49. Payment by COUNTY for Tests</td>
<td>143</td>
<td></td>
</tr>
<tr>
<td>50. Project Sign</td>
<td>143</td>
<td></td>
</tr>
<tr>
<td>51. Hurricane Precautions</td>
<td>143</td>
<td></td>
</tr>
<tr>
<td>52. Cleaning Up: COUNTY’S Right to Clean Up</td>
<td>144</td>
<td></td>
</tr>
<tr>
<td>53. Removal of Equipment</td>
<td>144</td>
<td></td>
</tr>
<tr>
<td>54. Equal Employment Opportunity and CBE Compliance</td>
<td>144</td>
<td></td>
</tr>
<tr>
<td>55. Project Records</td>
<td>149</td>
<td></td>
</tr>
<tr>
<td>56. E Verify Requirements</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>57. Scrutinized Companies</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Exhibit 6 CBE Performance Commitment</td>
<td>151</td>
<td></td>
</tr>
<tr>
<td>Monthly CBE Utilization Report – 2009 MUR</td>
<td>152</td>
<td></td>
</tr>
<tr>
<td>00850 SPECIAL NOTICE: Asbestos Containing Material in County Buildings</td>
<td>153</td>
<td></td>
</tr>
<tr>
<td>00900 SUPPLEMENTARY CONDITIONS</td>
<td>154</td>
<td></td>
</tr>
<tr>
<td>00920 ADDITIONAL ARTICLES</td>
<td>155</td>
<td></td>
</tr>
<tr>
<td>Davis Bacon Wage Rate Ordinance</td>
<td>155</td>
<td></td>
</tr>
<tr>
<td>00923 STATEMENT OF COMPLIANCE(DAVIS BACON WAGE RATE ORDINANCE NO. 83-72)</td>
<td>163</td>
<td></td>
</tr>
<tr>
<td>Table/Attachment</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Davis Bacon Wage Rate Table</td>
<td>164</td>
<td></td>
</tr>
<tr>
<td>00924 CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS</td>
<td>170</td>
<td></td>
</tr>
<tr>
<td>00925 CERTIFICATE OF SUBSTANTIAL COMPLETION</td>
<td>173</td>
<td></td>
</tr>
<tr>
<td>00926 FINAL CERTIFICATE OF PAYMENT</td>
<td>175</td>
<td></td>
</tr>
<tr>
<td>00930 FORM OF FINAL RECEIPT</td>
<td>176</td>
<td></td>
</tr>
<tr>
<td>00950 DRAWINGS INDEX</td>
<td>178</td>
<td></td>
</tr>
<tr>
<td>01000 ADDENDA AND MODIFICATIONS</td>
<td>180</td>
<td></td>
</tr>
<tr>
<td>02000 TECHNICAL SPECIFICATIONS</td>
<td>181</td>
<td></td>
</tr>
<tr>
<td>Exhibit A OCIP Certification Form</td>
<td>183</td>
<td></td>
</tr>
<tr>
<td>Exhibit B E- Verify Certification Form</td>
<td>185</td>
<td></td>
</tr>
<tr>
<td>Exhibit C Scrutinized Companies Certification Form</td>
<td>187</td>
<td></td>
</tr>
<tr>
<td>Attachment OCIP INSURANCE MANUAL</td>
<td>51 pages</td>
<td></td>
</tr>
<tr>
<td>Attachment OCIP SAFETY AND LOSS PREVENTION MANUAL</td>
<td>62 pages</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.broward.org/Purchasing/Documents/ocipsafetym%E6%89%8B%E5%86%8C.pdf">http://www.broward.org/Purchasing/Documents/ocipsafetym手册.pdf</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
** ATTENTION BIDDERS **

CBE goal 25% for Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection

CBE goal not applicable to Bid Pack CIP No. 3619 Hurricane Protection Terminals 1,2 and 3.

The Broward County Aviation Department is soliciting two related projects in one contract, with two separate funding sources: Bid Pack CIP No. 3619 and Bid Pack CIP No. 3658.

For Bid Pack No. 3619 (Terminals 1,2,3), Broward County has obtained funding from the Federal Emergency Management Agency (FEMA), Disaster Relief Funding Agreement, governed by applicable federal regulations, including Title 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Given requirements governing procurement for FEMA grant-funded projects, Broward County is unable to establish County Business Enterprise (CBE) goals for Bid Pack CIP No. 3619, due to a prohibition against geographical preference in bidding, as outlined in FEMA grant regulations. As a result, CBE goals will not be assigned to Bid Pack CIP No. 3619.

However, in accordance with FEMA grant regulations, per Title 44 CFR § 13.36(e), Contracting with small and minority firms, women's business enterprise and labor surplus area firms, Contractor shall perform the following affirmative steps to ensure that small and minority firms, women's business enterprises and labor surplus area firms are used whenever possible:

(1) Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) above.
1. COUNTY BUSINESS ENTERPRISE (CBE):
The Broward County "County Business Enterprise Program" (CBE Program) shall apply to Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection. The CBE Program objective is to ensure that County Business Enterprises based in Broward County are able to meaningfully participate in Broward County procurement and projects as primary contractors and as subcontractors of primary contractors. Broward County (hereafter sometimes referred to as the County) seeks to accomplish this objective through the establishment of annual and contract goals. In an effort to achieve these goals, the County requires all who respond to this solicitation to utilize or attempt to utilize CBE firms in performing the contract that will result from this bid in at least the percentage amount assigned for this bid. The CBE participation goal assigned for the Bid Pack CIP No. 3658 Rental Car Center is 25%.

The Office of Economic and Small Business Development maintains an on-line directory of certified firms. Bidders shall neither prohibit a CBE firm from nor inhibit it in offering its goods or services to other bidders. A bidder may be disqualified from consideration for award under this bid if it is determined by the County that the bidder prohibited a CBE firm from or inhibited a CBE firm in offering its goods or services to other bidders that compete or that may desire to compete for award of this bid.

Compliance with the requirements of CBE participation goals is a matter of responsiveness. To be responsive, a bidder MUST comply with the CBE Program requirements related to submission of bids. These requirements are set forth in paragraphs below and in Broward County Ordinance No. 2009-40.

2. The provisions set forth in Requirements for Contracts with CBE Goals shall be included in Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection and shall become material terms and conditions of the contract resulting from the award of this bid pack.

3. To be considered Responsive, a Bidder must correctly complete and submit the following with its bid for Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection:

- OESBD Form titled Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Subconsultant (OESBD Compliance Form 2009-LOI)
- OESBD Form titled Schedule of (CBE) Participation (OESBD Compliance Form 2009-SOP)
- OESBD Form titled CBE Unavailability Report (required only if the CBE participation goal is not met) (OESBD Compliance Form 2009-URF)

CBE REQUIREMENTS FOR SUBMITTING BIDS

A Bid WILL NOT BE CONSIDERED Responsive UNLESS THE BIDDER COMPLIES WITH THE CBE PARTICIPATION GOAL ESTABLISHED FOR THE Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection—PORTION OF THIS CONTRACT (AS PROVIDED IN PART I BELOW) OR DEMONSTRATES THAT THE BIDDER MADE A GOOD FAITH EFFORT TO MEET THE CBE PARTICIPATION...
GOAL (AS PROVIDED IN PART II BELOW) AND SUBMITS THE REQUIRED INFORMATION WITH ITS BID.

PART I. CBE GOAL COMPLIANCE

Bidders must comply with the CBE participation goal established for this bid and must submit all forms required by items (1) through (5) in order to be responsive under this Part.

The forms submitted shall address the total bid amount. Alternate bid item(s) shall also address CBE participation.

Certain projects may include alternate bid item(s) for which a bidder is required to submit a bid and for which the County reserves the right to award after bid opening. If the County chooses to exercise the right to award alternate bid item(s), the CBE participation goal for this bid shall apply to the alternate bid item(s) to be awarded. Failure to submit the required forms may result in the bidder being deemed non-responsive and rejection of the bid.

(1) The following information must be submitted for each CBE firm that the bidder proposes to utilize if awarded this bid:

a. The names and addresses of each CBE firm that will participate in the contract resulting from this bid;

b. A description of the work that each CBE firm will perform;

c. The dollar or percentage amount of the participation each CBE firm will receive under the contract resulting from this bid;

d. Signed and sworn or affirmed acknowledgement before a notary public of the bidder’s commitment to use each CBE firm whose participation the bidder submits for the purpose of meeting the contract participation goal; and

e. Signed and sworn or affirmed acknowledgement before a notary public from each CBE firm that it will participate in the contract as provided in (1)b. and (1)c. above.

The information required in (1), above, shall be submitted on Supplement Form 2009 LOI titled “Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Subconsultant” and Supplement Form 2009 SOP titled “Schedule of (CBE) Participation.”

(2) If the bidder is a joint venture that includes a CBE firm as a joint venturer, a Supplement Form 2009 LOI titled “Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Subconsultant” and Supplement Form 2009 SOP titled “Schedule of (CBE) Participation” must be submitted with the bid if credit is desired for the CBE firm that is a participant in the joint venture.

A joint venture that includes a CBE firm as a...
bidder will be credited with CBE participation on the basis of the percentage of work to be performed by the CBE firm or the percentage of profit to accrue to the CBE firm. For example, if a joint venture that includes a CBE firm that is proposed to perform fifty percent (50%) of a project quoted at Five Hundred Thousand Dollars ($500,000.00) and fifty percent (50%) of the profits are to accrue to the CBE firm in the joint venture, the CBE firm’s participation will be credited as fifty percent (50%) of the work or Two Hundred Fifty Thousand Dollars ($250,000.00).

(3) A CBE firm that bids to provide the goods or services will be credited with CBE participation for that portion of the contract work that the CBE firm performs and for that portion subcontracted to other CBE firms. That is, in determining whether a CBE firm that is bidding has met the contract participation goal, the amount of contract participation by the bidding CBE firm shall be included in calculating the total CBE participation under the contract. For example, if a bidding CBE firm proposes to perform fifty percent (50%) of the work quoted at Five Hundred Thousand Dollars ($500,000.00) and to subcontract twenty-five percent (25%) to a non-CBE firm and twenty-five percent (25%) to a CBE firm, the CBE participation will be credited at seventy-five percent (75%) or Three Hundred Seventy-five Thousand Dollars ($375,000.00).

(4) A bidder may also count expenditures for materials and supplies towards its CBE participation goals if the supplier or manufacturer is a CBE firm, and if the CBE firm is under contract with the bidder to provide the materials and supplies.

(5) A bidder must include the information required by (1) through (4) above with its sealed bid response.

PART II. DETERMINATION OF GOOD FAITH EFFORT

A bidder shall not be determined non-responsive and shall not be denied award of a contract due to the failure of a bidder to meet the assigned contract goal if the bidder timely provides documentation demonstrating, as determined by the CBE Program Director, the bidder’s good faith effort to meet the goal. In making such determination, the Program Director shall consider the quality, quantity, and extent of the various efforts that the bidder has made to meet the goal.

The efforts to be considered by the Program Director include, but are not limited to:

a. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified CBEs (or CBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the CBEs to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of CBE firms.

b. Identifying the portions of the contract that could reasonably be performed by a CBE in order to increase the likelihood that the CBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by CBEs.

Hurricane Protection Terminal 1, 2 and 3
c. Providing each interested CBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.

d. Negotiating in good faith with each interested CBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of CBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why an agreement could not be reached with an interested CBE to perform the work. The fact that there may be some additional costs involved in subcontracting with CBEs is not in itself sufficient reason for a bidder's failure to meet the contract CBE goal, as long as such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made jointly by the Purchasing Director (or designee) and the Program Director (or designee), with any disagreement resolved by the County Administrator or designee.

e. Rejecting a CBE as being unqualified for participation only after diligently investigating the CBE's capabilities and documenting the sound reasons justifying such rejection (with such documentation to be provided to the Program Director).

In determining whether a bidder has made a good faith effort, the County may take into account the response of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, it is proper to question whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average CBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

REQUIREMENTS FOR CONTRACTS WITH CBE GOALS

The terms and conditions set forth in Requirements for Contracts with CBE Goals shall be binding upon the successful bidder and shall be additional terms of the contract resulting from the award of Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection of this bid. The terms and conditions set forth in Requirements for Contracts with CBE Goals shall also be included in each subcontract that the successful bidder executes with a subcontractor in fulfillment of the contract resulting from the award of this bid.

For purposes of Requirements for Contracts with CBE Goals: (a) "Contractor" shall mean the successful bidder for this Invitation For Bids; (b) "CBE Subcontractor" shall mean each CBE firm included in the Contractor's bid and the resulting contract, and the CBE Subcontractor is certified in accordance with the CBE Program; (c) "Contract Administrator" shall mean the County representative assigned to manage the contract resulting from award of this bid.

1. No party to this contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, or familial status in the performance of this contract.
2. The Contractor shall comply with all applicable requirements of the Broward County Business Enterprise (CBE) Program in the award and administration of this contract. Failure by the Contractor to carry out any of the CBE Program requirements shall constitute a material breach of this contract, which shall permit the County to terminate the contract or to exercise any other remedy available under the contract under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

3. 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 Fifty Thousand Dollars ($50,000), whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this contract. The 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.

4. The Contractor shall allow the County to engage in on-site reviews to monitor the Contractor's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the CA in conjunction with the Office of Economic and Small Business Development.

5. Upon award or execution of this contract by the County, the Contractor shall enter into a formal contract with the CBE firms the Contractor selected to fulfill the CBE participation goal for this contract.

6. The Contractor shall submit monthly reports regarding compliance with its CBE obligations to the CA with its partial pay request. The monthly reports shall be submitted on a form which may be obtained at the Office of Economic and Small Business Development.

7. The Contractor shall inform the County immediately when a CBE Subcontractor is not able to perform or if the Contractor believes the CBE Subcontractor 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 the Contractor to substitute the CBE Subcontractor with another CBE Subcontractor. The Contractor may change its CBE Subcontractor only upon receiving the prior approval of the Office of Economic and Small Business Development.

8. The Contractor acknowledges that the Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development, 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 the Contractor.

9. If the Contractor fails to comply with the requirements of Requirements for Contracts with CBE Goals, the County reserves the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2004, or any other right or remedy provided in this contract or under applicable law.
REQUIREMENTS FOR CONTRACTS WITH FEMA FEDERAL FUNDING
(Applies to Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2 3)

Title 44: Emergency Management and Assistance

CHAPTER I: FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY, PART 13: UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C: Post-Award Requirements: Changes, Property, and Subawards

13.36 - Procurement. – strikethrough indicates reference to State or Grantees and therefore is not applicable.

(a) States—(Not applicable)

When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic
value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only.

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Hurricane Protection Terminal 1, 2 and 3
(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestors must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations: (Not applicable)

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of

Hurricane Protection Terminal 1, 2 and 3

-9-
the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand-name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 13.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present: (A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered;

And (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in Hurricane Protection Terminal 1, 2 and 3.
substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee’s or subgrantee’s procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(Contracts, subcontracts, and subgrants of amounts in excess of $100,000)
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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No. 3619 Hurricane Protection Terminals 1, 2, 3 and Bid Pack CIP No. 3658 Rental Car Center located at the Ft Lauderdale-Hollywood International Airport.

(Bid No. Z0991411C1), will be received by the Board of County Commissioners until 2:00 p.m. on Wednesday, April 4th, 2012, at which time bids will be publicly opened and read in the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

There shall be a Non Mandatory Pre-bid Conference on Friday March 16, 2012, at 9:00 a.m. at the following location: 100 Aviation Blvd, Ft Lauderdale, FL 33315 in the General Training Room.

CBE goal not applicable for Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2, 3
CBE goal 25% for Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection

☐ Attendance at the Pre-bid Conference is mandatory. A failure to attend the Pre-bid Conference will automatically result in a Bidder being deemed non-responsive.

☒ Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

☐ A Pre-bid Conference will not be conducted for this project.

☐ Attendance at the Pre-bid Job Site Visit is mandatory. A failure to attend the Pre-bid Job Site Visit will automatically result in a Bidder being deemed non-responsive.

☒ Attendance at the Pre-bid Job Site Visit is highly encouraged and recommended as a source of information but is not mandatory.

☐ A Pre-bid Job Site Visit will not be conducted for this project.

The Project Manual is open to public inspection at the offices of the Purchasing Division of Broward County, Government Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.
A copy may be purchased at Singer Architects, Inc., 915 Middle River Drive, Suite 404, Ft Lauderdale, FL 33304 (954-537-9136) for a charge of $180.00 for both work package manuals, payable by cash or check.

Make checks payable to: Singer Architects, Inc

☐ Refundable  ☒ Nonrefundable

[If refundable, state conditions.]

Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount. A Performance Bond and a Payment Bond each in an amount equal to one hundred percent (100%) of the Contract amount or an alternative form of security permitted by the County Procurement Code, must be submitted by the successful Bidder within fifteen (15) calendar days after notification of award.

The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw its bid for a period of one hundred and twenty (120) days after the actual date of opening thereof.

☐ Broward County Ordinance No. 83-72 providing for payment of prevailing wage rates and fringe benefits is applicable to this Project and must be complied with if this bid is Two Hundred Fifty Thousand Dollars ($250,000.00) or more.

☒ Federal Davis-Bacon Wage Rates are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate.

CBE prime and subcontract awards are crucial to the achievement of CBE goals. Therefore, goals of participation by CBE firms have been set for this Project and are as set forth in the Instructions to Bidders.

CBE goal not applicable for Bid Pack CIP No. 3619 Hurricane Protection at Terminals 1, 2, 3

CBE goal 25% for Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection

If the County’s project budget for construction is less than Two Hundred Fifty Thousand Dollars ($250,000.00) and goals have not been set, CBE participation will not be a factor in the award, however, COUNTY encourages the successful Bidder to use CBE firms. The Office of Economic and Small Business Development (OESBD) maintains a directory of CBE firms which is available to Bidders.

PROJECT MANUAL FOR: Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2 and 3 and Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection, located at the Ft Lauderdale-Hollywood International Airport.

Hurricane Protection Terminal 1, 2 and 3
BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BID/CONTRACT NO. Z0991411C1-T1, 2, 3

1. BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS

   John E. Rodstrom, Jr, Mayor                 Kristin D. Jacobs, Vice Mayor

   Sue N. Gunzburger,

   Dale V.C. Holness,

   Chip LaMarca,

   Ilene Lieberman,

   Stacy Ritter,

   Barbara Sharief,

   and Lois Wexler

   Broward County Governmental Center, 115 South Andrews Avenue, Fort
   Lauderdale, Florida 33301.

2. CONTRACT ADMINISTRATOR, MARC GAMBRILL, Director
   Capital Improvement Program, Airport Development
   Ft Lauderdale-Hollywood International Airport, 100 Aviation Boulevard, Ft
   Lauderdale, FL 33315

   PHONE NO. of Project Manager II – Curtis Celestine – 954-359-2590

3. DIRECTOR OF ACCOUNTING, MARY O’DONNELL,
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301,
   PHONE NO. 954-357-7193

4. DIRECTOR OF PURCHASING, BRENDA J. BILLINGSLEY
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301,
   PHONE NO. 954-357-6070

Hurricane Protection Terminal 1, 2 and 3
5. **DIRECTOR OF OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**, Pam Madison, Deputy County Administrator
   115 S. Andrews Avenue, Room A680, Ft Lauderdale, FL 33301,
   PHONE NO. 954-357-6155

6. **CONSULTANT**: Singer Architects, Inc., 915 Middle River Drive,
   Suite 404, Ft Lauderdale, FL 33304 (954-537-9136)

7. **PURCHASING AGENT**, Michal Durden
   mdurden@broward.org, 954-359-1027
   
or
   **PURCHASING MANAGER**, Peter Thomas
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301.
   pthomas@broward.org
   PHONE NO. 954-357-6265
GENERAL INSTRUCTIONS TO BIDDERS:

1. General: The following instructions and those set forth in Section 00300 herein are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions. Bidders shall note that various paragraphs within these bid documents have a □ box which may be checked. If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents.

2. Scope of Work: The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

Bid Pack CIP No. 3619 Hurricane Protection at Terminals 1, 2 and 3 (0% CBE goal)
The Scope of work for this construction project includes supply and installation of hurricane protection screen system at the Terminals 1, 2 and 3 at the first level. This work will be done airside, which will require SIDA access. It includes structural work, excavation, concrete formwork, landscape removal and restoration, and miscellaneous construction with regards to the hurricane protection system.

Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection (25% CBE goal)
The Scope of work for this construction project includes supply and installation of hurricane protection screen system at the Rental Car Center (RCC) at the first level. This work will be done landside. It includes structural work, excavation, concrete formwork, landscape removal and restoration, and miscellaneous construction with regards to the hurricane protection system.

3. Location of Work:
Terminal 1, 2, 3 at Ft Lauderdale-Hollywood International Airport.

4. Abbreviations and Symbols: The abbreviations used throughout the Contract Documents are defined hereinafter in the Technical Specifications. The symbols used in the Plans are defined therein.

5. BIDDING PREFERENCES:
A. Local Preference: The right is reserved by the Broward County Board of County Commissioners to provide for a local preference in accordance with Sections 1-74 through 1-79, Broward County Code of Ordinances. Not applicable due to FEMA funding.
B. Domestic Partnership Benefits Preference: In accordance with Section 16 1/2-157, Broward County Code of Ordinances, as amended, the right is reserved by the Broward County Board of County Commissioners to provide for a preference for those proposers offering benefits to employees' domestic partners and domestic partners' dependents, and who certify to same on a form prescribed by the Purchasing Division. To be eligible for this preference, the contractor must submit the Certification Form (Section 00110 of these Contract Documents) within five (5) days after written request by the County, and in any case, prior to award. Not applicable due to FEMA funding.

C. No contractor shall receive more than one County authorized preference for the same procurement. If a contractor is eligible for more than one County authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

6. Battery Disposal: In accordance with Florida 1993 Solid Waste Act, the manufacturer of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries purchased by the COUNTY. The COUNTY shall not be liable for any cost associated with the reclamation and disposal of such batteries.

7. Dun & Bradstreet Report Requirement: The submittal of a Dun & Bradstreet Report(s) (D&B Report) MAY be necessary for this bid as a condition for award. If required, the Contractor should have the D&B Report submitted to the County within ten (10) days of the County’s request. The CA for this project will determine the need for and the type(s) of D&B Report as soon as possible after bid opening. IF IMPLEMENTED, the cost for the D&B Report will be paid for by the County as a pass thru cost (no markup will be allowed and invoice verification of cost will be required). For any further information you require, please contact Dun & Bradstreet at:
   Phone: 800-234-3867
   Fax: 610-807-1075

8. Cone of Silence: At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are
exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.

This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

9. **Employment Eligibility Verification Program Contractor Certification**

The Employment Eligibility Verification Program Contractor Certification (Exhibit B) should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation for award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.
CERTIFICATION OF VENDORS PROVIDING BENEFITS FOR DOMESTIC PARTNERS: (Not applicable due to FEMA funding)

The undersigned vendor hereby certifies that its employee benefits policies are in compliance with Broward County Ordinance #1999-03, as amended by Broward County Ordinance #1999-18, as follows:

A. Vendor’s employee benefits program includes the following minimum standards:

1. Any vendor’s employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor’s employee may elect insurance coverage for his or her spouse or dependents. A vendor’s employee’s right to elect insurance coverage for his or her domestic partner, or the partner’s dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor’s employees.

2. Any vendor’s employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.

3. All other benefits available to the spouses and dependents of vendor’s employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor’s employee who is party to a domestic partnership relationship.

4. It is within the vendor’s discretion as to what benefits are provided to its employees and whether vendor’s employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.

B. The vendor’s domestic partnership eligibility criteria are substantially equivalent to the following:

1. Each domestic partner is at least 18 years old and competent to contract.

2. Neither domestic partner is married nor a partner to another domestic partnership relationship.

3. The domestic partners are not related by blood.
4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.

5. Each domestic partner agrees to be jointly responsible for each other’s basic food and shelter.

____________________________
(Vendor signature)

____________________________
(Print vendor name)

STATE OF ______________________

COUNTY OF ___________________

The foregoing instrument was acknowledged before me this ___ day of _______ 20___, by ___________________________ (name of person whose signature is being notarized) as ______________________ (title) of ___________________________ (name of corporation/entity), known to me to be the person described herein, or who produced ___________________________ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

____________________________
(Signature)

____________________________
(Print name)

State of ___________________ at Large (SEAL)

My commission expires: _______________________

Hurricane Protection Terminal 1, 2 and 3
00200 DEFINITIONS:

1. Definitions: Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:

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

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

1.3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.4. Consultant: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.

1.5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.

1.6. Contract Administrator (CA): The ranking managerial employee of the Broward County Aviation Department (BCAD) which requested the Project, or some other employee expressly designated as CA in writing by said ranking managerial employee.

1.7. Contract Documents: The Project Manual including drawings (plans) and specifications, the Notice for Bids, Addenda, if any, to the Project Manual, the Bid Tender Form, the record of the award by the Board, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, and any additional documents the submission of which is required by this Project Manual, are the documents which are collectively referred to as the Contract Documents.

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

1.9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.

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

1.11. COUNTY or Owner: Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. 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.

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

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

1.14. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.

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

1.16. OCIP Designated Projects: COUNTY has arranged with Aon Risk Services, Inc., (the "OCIP Administrator") for this project ("Project") to be insured under its Owner Controlled Insurance Program ("OCIP"). The OCIP is more fully described in the insurance manual (the "Insurance Manual") for the Project, that is incorporated into this Bid as attachment and into the Contract Documents by this reference. Parties performing labor or services at the Project site are required to enroll in the OCIP, unless they are Excluded Parties. The OCIP will provide to Enrolled Parties Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, Excess Liability insurance.
Environmental Liability insurance and Builder’s Risk insurance, if applicable, as summarily described below, in connection with the performance of this Project (“OCIP Coverages”).

1.17 Plans and/or Drawings: The official graphic representations of this Project which are a part of the Project Manual.

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

1.19 Project Initiation Date: The date upon which the Contract Time commences.

1.20 Project Manual: The official documents setting forth bidding information and requirements; contract form, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

1.21 Resident Project Representative: An authorized representative of Consultant assigned to represent COUNTY on the Project.

1.22 Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.23 Substantial Completion: That date, as certified in writing by Consultant and as finally determined by CA in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the CA) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

1.24 Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR’s satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
1.25. **Work:** The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

(Remainder of Page Intentionally Left Blank)
1. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder before submitting a Bid, to:

   1.1. Examine the Contract Documents thoroughly;

   1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;

   1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;

   1.4. Study and carefully correlate Bidder's observations with the Contract Documents; and

   1.5. Carefully review the Contract Documents and notify Consultant of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

   The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. **Pre-Bid Interpretations:** Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to Consultant in writing. Interpretations or clarifications considered necessary by Consultant in response to such questions will be issued by COUNTY by means of Addenda mailed or delivered to all parties recorded by Consultant as having received the Bidding Documents. Written questions should be received no less than fourteen (14) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of COUNTY or Consultant to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. **Submission of Sealed Bids:** All bids must be received at the Office of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. The original Bid Form must
be signed, preferably in blue ink, and should include one photocopy and one compact disk (CD) of executed scanned bid document in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

4. **Printed Form of Bid:** All bids must be made upon the blank Bid/Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

5. **Bid Guaranty:** All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 5, General Conditions or by cash, money order, certified check, cashier’s check, Bid Guaranty Form, Unconditional Letter of Credit (Form 00410), treasurer’s check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond and Payment Bond and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond and Payment Bond and Certificate(s) of Insurance, within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY’s Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

6. **Acceptance or Rejection of Bids:** COUNTY reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty days (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners.
7. **Determination of Award**: Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates as COUNTY determines to be in its own best interests. In the determination of the lowest bid, County reserves the right to provide for a local preference in accordance with Ordinance No. 92-11 or a domestic partnership benefits preference in accordance with Section 16 ½-157, Broward County Code. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.

8. **Evaluation**: An interim performance evaluation of the successful CONTRACTOR may be submitted by the CA during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful CONTRACTOR for future bids with the COUNTY.

9. **Contract Price**: The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.

10. **Postponement of Date for Presenting and Opening of Bids**: COUNTY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) days written notice of any such postponement to each prospective Bidder.

11. **Qualifications of Bidders**: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY.

In determining a Bidder's responsibility and ability to perform the Contract, COUNTY has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal
business location and organization of the Bidder, the Bidder’s record with environmental regulations, and the claims/litigation history of the Bidder.

12. **Addenda and Modifications:** COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Project Manual. Bidder shall be responsible for obtaining, reviewing and executing addenda. Bidder shall be responsible for notifying COUNTY of any issues in each addenda prior to submittal of bid response.

13. **Prevailing Wage Rates:** On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars ($250,000.00) or more, the rate of wages and fringe benefits payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision, a copy is attached hereto) — Davis Bacon applicable.

14. **Occupational Health and Safety:** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

14.1. The chemical name and the common name of the toxic substance.
14.2. The hazards or other risks in the use of the toxic substance, including:

   14.2.1. The potential for fire, explosion, corrosion, and reaction;

   14.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

   14.2.3. The primary routes of entry and symptoms of overexposure.

14.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

14.4. The emergency procedure for spills, fire, disposal, and first aid.
14.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

14.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **Environmental Regulations:** Pursuant to the Broward County Procurement Code, COUNTY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of COUNTY. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify COUNTY immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.

16. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, COUNTY, through Consultant, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of Consultant, equal in substance, quality, and function.

17. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies.

18. **False Claims:** In accordance with the County's False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful bidder must maintain, as a condition precedent to submitting a claim against the County, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or

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Hurricane Protection Terminal 1, 2 and 3

-34-
was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.**

19. **Owner Controlled Insurance Program (OCIP):**

**OCIP Certification:** Proposer should submit an Owner Controlled Insurance Program Certification Form Exhibit A with Bid submittal, but must submit within five business days of County request. Vendor assumes full responsibility to read, understand, and comply with all of the County's insurance requirements and OCIP requirements as explained in the contract documents, the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual.

**OCIP Enrollment:** Within five business days of the County's request, the recommended vendor(s) for award shall complete the OCIP enrollment forms (OCIP Insurance Manual, AON Form-3) and submit them to the OCIP Administrator. The contract award shall be contingent upon AON's review and the County's Risk Management Division's approval of the forms.

20. **BID REVIEW PROCESS (Both bid packs will be awarded to a single low, responsive, responsible bidder)**

The BCAD Team will evaluate bids starting with the lowest bidder and proceeding to the next lowest bidder if necessary until a bidder is selected, to evaluate the Bidder's strength and ability to provide the Services in order to determine responsibility, using the following criteria:

(a) **EXPERIENCE**

The Bidder's organization and proposed project team should have past experience with renovations including but not limited to U. S. Airports. Reference checks must reveal satisfactory performance of previous work.

(b) **FINANCIAL ABILITY AND RESOURCES**

The Bidder's organization shall have adequate financial ability and resources (including qualified personnel) to carry out the project.

(c) **COST AND QUALITY CONTROL**

The Bidder's should include strategies for cost containment, value engineering, and quality control for the project.

(d) **SCHEDULE**

The Bidder's organization proposed project timeline inclusive of mobilization, construction schedule, milestones, closeout and completion will be reviewed.

Hurricane Protection Terminal 1, 2 and 3
(e) BID PRICE SUBMITTAL
The Bidder's price proposal will be reviewed for accuracy, completeness, value and substantiated industry standards.

The BCAD Team may consider information supplied by any bidder not within the criteria referred to above. However, all information considered by the BCAD Team shall be relevant to the Project.

00320 REQUIREMENTS FOR CONTRACTS WITH CBE GOALS:

1. CBE prime and subcontract awards and minority majority joint ventures are crucial to the achievement of CBE goals. Therefore, goals of participation by CBE firms have been set for the Project as set forth below:

<table>
<thead>
<tr>
<th>Bid Pack CIP No. 3619 Hurricane Protection at Terminals 1, 2 and 3</th>
<th>CBE goal not applicable; Federal requirements under 44 CFR 13 applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection</td>
<td>CBE goal 25%</td>
</tr>
</tbody>
</table>

2. For the CBE goal portion, all Bidders, to be considered responsive, must submit with the bid all forms required herein in order to document compliance with the goals set forth for this Project.

3. All Bidders submitting a CBE Unavailability Certification must be able to demonstrate through proper documentation their reasonable efforts to meet the goal if they wish to remain eligible for award. Reasonable efforts as determined by the OESBD to meet the CBE Contract goals may include, but are not limited to:

3.1. Attendance at any scheduled Pre-bid meeting concerning CBE participation.

3.2. Timely advertisement in general circulation media, trade association publications, and small business focus media.

3.3. Timely notification of small businesses or contractor groups and associations of solicitation for specific sub-bids.

3.4. Proof of written solicitations to CBE firms.

3.5. Efforts made to organize portions of the work into appropriately scaled subcontracting packages in order to increase the likelihood of CBE participation.
3.6—Efforts to assist CBE firms in obtaining bonding or insurance required by the Bidder or COUNTY.

3.7—A report submitted by the Bidder to the OESBD (or designee) bid due date explaining the Bidder's efforts to obtain CBE participation. The report shall include the following:

3.7.1. A detailed statement of the timely efforts made to negotiate with CBE firms including at a minimum the names, addresses, and telephone numbers of CBE firms who were invited to bid or otherwise contacted; a description of the information provided to the CBE firm regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with CBE firms, if needed to meet the stated goal, were not reached.

3.7.2. A detailed statement of the efforts made to organize portions of the work into appropriately scaled subcontracting packages in order to increase the likelihood of CBE participation.

3.7.3. As to each CBE firm which bid on a Subcontract but which the Bidder considers to be unqualified, a detailed statement of the reasons for the Bidder's conclusion.

3.7.4. As to each CBE firm invited to bid, but which the Bidder considers to be unavailable because of a lack of bid response or the submission of a bid which was not the low responsive bid, an Unavailability Certificate signed by the Bidder.

4—A Letter of Intent to perform as a Subcontractor executed by each CBE Subcontractor listed on the Schedule of CBE Participation must be submitted with the bid in order to be considered responsive. The Letter of Intent form may be obtained at the OESBD. The information contained within the Letter of Intent and the information contained within the CBE Participation Schedule should be the same as to content.

5—Each CBE firm listed on the Schedule of CBE Participation must be certified as a CBE firm in order to be eligible for award. Any CBE firm which does not already have a CBE firm Identification Affidavit, or other documentation required by the OESBD, certifying their CBE status on file with the OESBD shall file an application for certification at least ten (10) calendar days prior to bid opening in order to allow the OESBD sufficient time to complete the certification process prior to award. In the event that the CBE firm is not certified by the OESBD, the Bidder must select a CBE firm from the directory maintained by the OESBD.
6. If the Bidder is a Joint Venture with a CBE participant, the CBE participation portion must be identified at bid submittal.

7. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency’s CBE policies or programs and COUNTY’s policies or programs the grantor’s conflict provisions shall apply.

8. A bid of a responsive Bidder will not be rejected because the CBE goals cannot be met, if the Bidder complies with the requirements set forth within Section 4 above.

9. The degree of CBE participation shall be calculated as follows:

9.1. A joint venture, consisting of County Business Enterprise functioning as a prime contractor, will be credited with County Business Enterprise participation on the basis of percentage of profit to accrue to the CBE firm. [For example, if a County Business Enterprise firms joint venture proposed to perform fifty percent (50%) of a project quoted at Five Hundred Thousand Dollars ($500,000.00) and fifty percent (50%) of the profits are to accrue to the CBE in the joint venture, CBE participation will be credited as twenty-five percent (25%) of the work or One Hundred Twenty-five Thousand Dollars ($125,000.00).

9.2. CBE prime contractors will be credited with CBE participation for that portion of the Contract which they perform and that portion subcontracted to CBE firms. [For example, if a CBE contractor proposed to perform fifty percent (50%) of a project quoted at Five Hundred Thousand Dollars ($500,000.00) and subcontracts twenty-five percent (25%) to a firm and twenty-five percent (25%) to a CBE firm, CBE participation will be credited at seventy-five percent (75%) or Three Hundred Seventy-five Thousand Dollars ($375,000.00).] Bidder shall indicate percentages on the Schedule of CBE Participation.

9.3. The Bidder may count toward its CBE goals expenditures for materials and supplies obtained from CBE suppliers and manufacturers, provided that the CBE assume the actual and contractual responsibility for the provision of the materials and supplies.

9.4. Certain projects may include alternate bid item(s) for which a Bidder is required to submit a bid and for which COUNTY reserves the right to award after bid opening. In such instances that COUNTY chooses to exercise the right to award alternate bid item(s), CBE goals shall apply to the alternate bid item(s) to be awarded. The successful Bidder shall
submit to COUNTY all forms required by the CBE program as applicable to the alternate bid item(s) to be responsive on such items. Failure to submit the required forms at submittal due date shall result in the Bidder being declared non-responsive.

9.5. COUNTY shall review each proposed Change Order that, by itself or aggregated with previous Change Order requests, increases the Contract Price by ten percent (10%) of the initial Contract Price or Fifty Thousand Dollars ($50,000.00), whichever is less, for opportunities to include or increase participation of CBE already involved in the Contract. The successful Bidder shall demonstrate that it makes good faith efforts to include CBE participation in Change Order work and shall report such efforts to the OESBD (or designee).

10. On site reviews to monitor the successful Bidder’s progress in achieving and maintaining contractual CBE obligations will be carried out by the CA in conjunction with the OESBD (or designee).

11. The successful Bidder agrees to enter into a formal contract with the CBE contractors which are listed on the Schedule of CBE Participation upon execution of the contract with the COUNTY.

12. The successful Bidder shall be required to submit monthly reports to the CA on a form which may be obtained at the OESBD (or designee) regarding compliance with CBE obligations. In addition, the successful Bidder must inform COUNTY immediately when a CBE Subcontractor is not able to perform. If the successful Bidder is unable to substitute the unavailable CBE with another certified CBE, the actual substitution of a non-CBE subcontractor may not occur until the OESBD (or designee) has verified the good faith efforts of the successful Bidder to substitute the unavailable CBE firm with another certified CBE firm.

13. Nothing herein shall be construed to require a Bidder to award a subcontract to a CBE firm if it is not the lowest responsive, responsible bid.

14. Nothing herein shall be construed to indicate that a higher level of CBE involvement above the stated goal in a solicitation will give that Bidder the right of award over other Bidders who have met the CBE goal or fully justified that they had made all reasonable efforts to do so.

15. The OESBD of COUNTY maintains a directory of CBE firms which is available for use by Bidders.

16. Any Bidder on this Contract shall be prohibited from entering into any agreement with a CBE firm whereby the CBE firm cannot offer its services to other Bidders on this Project.
17. DEFINITIONS AND CBE QUALIFICATIONS: Applicable definitions and CBE qualifications shall be as provided by COUNTY ordinance and administrative regulations, as amended from time to time, and shall be available through the OESBD.
# SCHEDULE OF (CBE) PARTICIPATION

(Submit this form with an executed Letter of Intent from each CBE firm listed in this form)

<table>
<thead>
<tr>
<th>Bid/RLI/RFP #</th>
<th>Project Location</th>
<th>Date Form Submitted</th>
<th>Project Name</th>
<th>Project Start Date</th>
<th>Prime Contractor</th>
<th>Address</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
<th>CBE Subcontractor</th>
<th>CBE Expiration date</th>
<th>Address</th>
<th>Phone</th>
<th>Type of Work to be Performed</th>
<th>Sub-contract Amount (Agreed Price ($) or Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total CBE Participation</th>
<th>Total Contract Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CBE Subcontractor Participation Percentage</th>
<th>%</th>
</tr>
</thead>
</table>

The listing of a CBE shall constitute a representation by the bidder/responder to Broward County that such CBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Office of Economic and Small Business Development (CESBD) and that submission of said information is an assertion of its accuracy per the requirements of the CESBD Program.

I certify that the above information is true to the best of my knowledge:

Signature: ___________________________ Title: ___________________________ Date: ___________________________

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL.

CESBD COMPLIANCE FORM 2006-SOF

Hurricane Protection Terminal 1, 2 and 3

-41-
LETTER OF INTENT
To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): ________________________________

Firm Address: _________________________________________________

Project Description: ___________________________________________

In response to Broward County's RLI/Bid No. ____________, the
undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The
undersigned further certify that the firm has been contacted and properly apprised of the projected
work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: ____________________________________________

Address of CBE Firm: __________________________________________

Expiration of CBE Certification: ________ Projected CBE Work Assignment (description of work
assignment): ________________________________________________

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: ______ (Dollar Amt. or Percentage %)

(Signature of Owner or Authorized Rep. Prime) ____________________ (Date)

Print Name (owner or authorized Rep. Prime): _____________________

Subscribed and sworn to before me this _______ day of _______________ 200__

Notary's Signature: ____________________________ Notary Seal: ___________

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)
The undersigned intends to perform work in connection with the above Contract as (check one)
____ an individual _____ a partnership ____ a corporation _____ a joint venture. The undersigned agrees with the
prime contractor's/consultant's proposal and further certifies that all information provided herein is true and
correct.

(Signature of Owner or Authorized Rep. CBE) ____________________ (Date)

Print Name (owner or authorized Rep. CBE): _____________________

Subscribed and sworn to before me this _______ day of _______________ 200__

Notary's Signature: ____________________________ Notary Seal: ___________

OESBD Compliance Form 2009-101

Hurricane Protection Terminal 1, 2 and 3 -42-
CBE UNAVAILABILITY REPORT

RLI/BID NO. ___________________________

(NAME OF PRIME CONTRACTOR) (ADDRESS) (TELEPHONE NO.)

The undersigned representative of the Prime Contractor personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the CBEs listed below and that said CBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding CBE subcontractors is true and correct to the best of his/her knowledge:

1. The following CBE contractors were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

   Name

   _______________________________________________________

   _______________________________________________________

2. The following CBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

   Name

   _______________________________________________________

   _______________________________________________________

3. The following CBE contractors submitted bids which were not the low acceptable bids. (Attach list if necessary.)

   Name

   _______________________________________________________

   _______________________________________________________

If you did not get any responses to your solicitation of CBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Signature: __________________________

Date: __________________________

Title: __________________________

OESBD Compliance Form 2009-URF

Hurricane Protection Terminal 1, 2 and 3

-43-
The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

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

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

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

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

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in
figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two (2) years from doing business with COUNTY; except as stated below:

N/A

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

#1 dated 4/3/12
#2 dated 4/6/12
#3 dated 4/11/12

Attached is a Bid Bond [x], Cash [ ], Money Order [ ], Unconditional Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], or Certified Check [ ]
No. _______ Bank of ________________________________ for the sum of 5% OF BID AMOUNT ________ Dollars ($__________). The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: DiPompeo Construction Corporation
City/State/Zip: 2301 NW 33rd Court – Unit #102
Pompano Beach, FL 33069
Telephone No.: (954) 917-5252
Email Address: mvaccaro@di Pompeoconstruction.com
Federal Dun and

CAF#170 Hurricane Protection Terminal 1, 2 and 3
and-Rental-Car Center Hurricane-Protection -45-
I.D. No.: 65-0426294  Bradstreet No.: 60-727-5896
(if applicable)

If a partnership, names and addresses of partners:

________________________________________________________

________________________________________________________

________________________________________________________

(Sign below if not incorporated)

WITNESSES: (Type or Print Name of Bidder)

________________________________________________________

________________________________________________________

(Signature)

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

DiPompeo Construction Corporation

(Type or Print Name of Corporation)

John DiPompeo Sr.

Secretary/VP/Treasurer

Signature and Title)

(CORPORATE SEAL)

John DiPompeo Sr.

(Type or Print Name Signed Above)

Incorporated under the laws of the State of: Florida

CAF#170 Hurricane Protection Terminal 1, 2 and 3

and Rental Car Center Hurricane Protection
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we DiPompeo Construction Corp.
2301 NW 33rd Court, Suite #102, Pompano Beach, FL 33069

as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Company
200 Colonial Center Parkway, Suite 500, Lake Mary, FL 32746

a corporation duly organized under the laws of the State of Indiana

as Surety, hereinafter called the Surety, are held and firmly bound unto Broward County Board of County Commissioners, 115 S. Andrews Avenue, Ft. Lauderdale, FL 33301

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid (5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for Terminals and Rental Car Center Hurricane Protection Bid Pack CIP #3619 & 3658

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed April 4, 2012.

Witnesses:

DiPompeo Construction Corp. (Seal)

By: John DiPompeo Jr., President

Hartford Casualty Insurance Company (Seal)

By: Michael A. Holmes, Attorney-In-Fact
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

☐ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Underwriters Indemnity Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,
up to the amount of unlimited:

Gerald J. Arch, James F. Murphy, Shawn A. Burton, Joanne M. Murse, Michael A. Holmes

of
Ft. Lauderdale, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☐, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

STATE OF CONNECTICUT
COUNTY OF HARTFORD

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

M. Ross Fisher, Assistant Vice President

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 4, 2012.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President
COUNTY LICENSES, PERMITS, AND FEES:

Pursuant to the Public Bid Disclosure Act, each license, permit or fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees **REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY** by virtue of this construction as part of the Contract is as follows:

Broward County Aviation Department will pay for all County licenses, permits and fees, for any and all Agencies of the Broward County Commissioners. Do not include any charges for any of these licenses, permits and fees in your bid price.

**LICENSES, PERMITS AND FEES WHICH MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.**

☑ If box is X, the following paragraph is applicable for this Contract:

Security Background verification, fingerprinting and identification badging is required for all work conducted in Security Identification Display Areas (SIDA). The prime contractor is responsible for managing, obtaining and complying with all requirements of the above for their own firm as well as all of their subcontractors on their team. The prime contractor and all subcontractors are responsible for all costs associated with complying with the terms and conditions of this security requirement including but not limited to any fines levied (including against BCAD) due to its non-compliance with SIDA or Airport Security rules.
00407 SCHEDULE OF PRICES BID:

☐ Cost for compliance to all Federal and State requirements of the Trench Safety Act*

*NOTE: If the brackets are checked or marked, the Bidder must fill out the Trench Safety Act sheet, Section 00540, to be considered responsive.

Bid Pack CIP No. 3619 Hurricane Protection Terminals 1, 2 and 3
Supply all Labor, Materials, Equipment, & Supplies necessary in accordance with Specifications and Drawings.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>G100-1</td>
<td>Performance and Payment Guaranty and Auto Insurance</td>
<td>1 LS</td>
<td>$16,826.00</td>
</tr>
<tr>
<td>G100-2</td>
<td>Mobilization</td>
<td>1 LS</td>
<td>$78,687.00</td>
</tr>
<tr>
<td>G100-3</td>
<td>Excess Mobilization and Bonds</td>
<td>1 LS</td>
<td>$ N/A</td>
</tr>
<tr>
<td>G100-4</td>
<td>Hurricane Protection at Terminals 1, 2 and 3 per contract specifications and drawings</td>
<td>1 LS</td>
<td>$831,830.00</td>
</tr>
<tr>
<td>G100-5</td>
<td>Allowance for unforeseen underground conditions /conflicts with utility lines, conduits</td>
<td>MAXIMUM</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

$977,343.00

GRAND TOTAL AWARD AMOUNT $984,843.00

Company Name/Bidder

Hurricane Protection Terminal 1, 2 and 3

-48-
SCHEDULE OF PRICES BID: (continued)

Bid Pack CIP No. 3658 Rental Car Center ———
Hurricane Protection (CBE goal 25%)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>1 LS</th>
<th>Price per Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Guaranty and Auto-Insurance</td>
<td></td>
<td>USD</td>
</tr>
<tr>
<td>G100-6</td>
<td></td>
<td>USD</td>
</tr>
<tr>
<td>Mobilization</td>
<td></td>
<td>USD</td>
</tr>
<tr>
<td>G100-7</td>
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<td>USD</td>
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<tr>
<td>Excess Mobilization and Bonds</td>
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<td>USD</td>
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<tr>
<td>G100-8</td>
<td></td>
<td>USD</td>
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<tr>
<td>Rental Car Center Hurricane Protection per contract specifications and drawings</td>
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<td>USD</td>
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<tr>
<td>G100-10 Allowance for unforeseen underground conditions MAXIMUM $50,000</td>
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<td>USD</td>
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<tr>
<td>/conflicts with buried utility lines, conduits, irrigation lines</td>
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<td>USD</td>
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Bid Pack CIP No. 3658
Lump Sum Subtotal Amount of G100-6 thru G100-10 $____________________
(CBE Goal 25%)

G100-11 Allowance for Dispute Panel per Contract Section MAXIMUM $15,000
00800-12 for both bid packs combined

GRAND TOTAL AWARD AMOUNT $____________________
(G100-1 thru G100-11)

Company Name/Bidder

Hurricane Protection Terminal 1, 2 and 3
Notes:
The Performance and Payment Guaranty and Non OCIP Insurance (Pay Item G100-1) and Mobilization (Pay Item G100-2) prices bid each are not to exceed 3% of the total amount. The 3% ceiling for Pay Items G100-1 and G100-2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the County will pay for these items. Any amount in excess of 3% for Pay Items G100-1 and G100-2, will be moved into Pay Item G100-3; however, the total bid amount will not change. Overage placed in Pay Item G100-3 will be paid in accordance with progress. Include allowable percentage with your monthly pay request.

*Documentation of actual cost for bonding for this project must be supplied with first request for payment for reimbursement by County.*

Allowance Items:

Allowance for Pay Item G100-5 are based on engineering estimate.

The conditions, requirements and prior approvals required for any work to be considered for payment under an Allowance Pay Item are as follows:

1. A written Work Order for the described work will be issued based on the lump sum Subcontractor quotations previously provided. In the course of construction, should any additional work be identified, a change order is required to authorize the additional work and increase accordingly the amount of the allowance item before any work proceeds.

2. Any allowance amounts not used at the time the Contract is completed shall be reconciled at the completion of the Project and deleted from the Contract by Change Order.
00410 BID GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue
Issuing Bank's No.

Beneficiary:
Broward County through its
Board of County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: in United States Funds
Expiry: (Date)

Bid/Contract Number

We hereby authorize you to draw on ________________________________

(Bank, Issuer name)

at ________________________________ by order of and for the account

(branch address)
of _____________________________________________________

(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of ____________________
available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or the
Administrator's authorized representative, that the drawing is due to default in
performance of obligations on the part of __________________________________________________

agreed upon by and

(contractor, applicant, customer)
between Broward County and ____________________________________________

(contractor, applicant, customer)
pursuant to the Bid/Contract No. ______ for ____________________________

(name of project)

Drafts must be drawn and negotiated not later than ________________
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. ________________
of _____________________________________________________ dated _________________."

(Bank name)

Hurricane Protection Terminal 1, 2 and 3
This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the ____________________________ (contractor, applicant, customer) shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature
SUPPLEMENT TO BID/TENDER FORM:

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID, HOWEVER, ANY ADDITIONAL INFORMATION NOT INCLUDED IN THE SUBMITTED FORM AS DETERMINED IN THE SOLE DISCRETION OF THE COUNTY, SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.

QUESTIONNAIRE

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications, or registrations specified in Section 00510?
   
<table>
<thead>
<tr>
<th>License/Certification/Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor CCGO37741</td>
<td>19</td>
</tr>
</tbody>
</table>

1A. What business are you in? General Contractor/Design Builder

2. What is the last project of this nature that you have completed?
   See Attached Profiles for Tamarac Community Center and Coral Springs Police/Fire Training Facility

3. Have you ever failed to complete any work awarded to you? If so, where and why?
   
   NO

3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.
   
   N/A

CAF#170 Hurricane Protection Terminal 1, 2 and 3
and Rental Car Center Hurricane Protection -53-
4. Give names, addresses, and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

   city of Pompano Beach (954) 786-4029

4.1. Clayton Young 1201 NE 5th, Pompano Beach, FL 33060
   (name) (address) (phone #)

4.2. Danny Ezzaddine 401 NW 70th Terrace, Plantation, FL 33317
   (name) (address) (phone #)

4.3. John Doherty 6011 Nob Hill, Tamarac, FL 33321
   (name) (address) (phone #)

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER &amp; PHONE #</th>
<th>TOTAL CONTRACT VALUE</th>
<th>DATE OF COMPLETION</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached Southwest Vocational Center profile</td>
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<td></td>
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</tbody>
</table>

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?
   YES

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work (for each project) in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s), (for each project). Include the name of the subcontractor(s) and the approximate percentage of work.
   YES - SEE ATTACHED PAGE

CAF#170 Hurricane Protection Terminal 1, 2 and 3
and Rental Car Center Hurricane Protection -54-
### SUBCONTRACTORS FOR TERMINALS (on $977,343)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEEL FAB</td>
<td>Structural Steel</td>
<td>13%</td>
</tr>
<tr>
<td>ARMOR SCREEN</td>
<td>Provide hurricane screens &amp; panels</td>
<td>43%</td>
</tr>
<tr>
<td>ALCO CONSTRUCTION</td>
<td>Install hurricane screens &amp; panels</td>
<td>18%</td>
</tr>
</tbody>
</table>

### SUBCONTRACTORS FOR RGCC (25% GFE on $1,607,657)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARMOR SCREEN</td>
<td>Provide hurricane screens &amp; panels</td>
<td>55.5%</td>
</tr>
<tr>
<td>ALCO CONSTRUCTION</td>
<td>Install hurricane screens &amp; panels</td>
<td>15.5%</td>
</tr>
<tr>
<td>R &amp; K CONTRACTING</td>
<td>Provide concrete, Demolition, Landscaping</td>
<td>9.8%</td>
</tr>
</tbody>
</table>
The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a CBE firm, prior written approval must also be obtained from the Director, or designee, of the Office of Economic and Small Business Development (OESBD).

8. What equipment do you own that is available for the work?

   Bobcats

9. What equipment will you purchase for the proposed work?

   N/A

10. What equipment will you rent for the proposed work?

    None

11. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

    (see attached resumes)

12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business and the address of the place of
business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

12.1 The correct name of the Bidder is __________________________
    DiPompeo Construction Corporation

12.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)

12.3 The address of principal place of business is __________________________
    2301 NW 33rd Ct. #102, Pompano Beach, FL 33069

12.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
    John DiPompeo Jr. - President
    John DiPompeo Sr. - VP/Secretary/Treasurer

12.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
    Joseph DiPompeo & Sons (New Jersey) from 1927 - 1986

12.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
    None
12.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

None

12.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last three (3) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

See attached Litigation information

12.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

None

12.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

NO
12.11 Under what conditions does the Bidder request Change Orders. Owner/Architect additional work requested and Unforeseen conditions.
SUPPLEMENT TO BID/TENDER FORM
CERTIFICATION REQUIREMENTS:

COUNTY/STATE CERTIFICATION/LICENSE/REGISTRATION/REQUIREMENTS

A. **Bids submitted for construction, improvement, remodeling, or repair of COUNTY buildings:**

At the time of submitting a bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances relating to COUNTY Certificates of Competency issued by the Broward County Central Examining Boards. BIDDER shall comply with all applicable requirements set forth below. Licenses other than those listed below that legally authorize the Bidder to perform the scope of work will be considered responsive and responsible.

**IN ORDER TO BE CONSIDERED A RESPONSIVE BIDDER FOR THE SCOPE OF WORK SET FORTH IN THESE BID DOCUMENTS, THE BIDDER MUST POSSESS THE FOLLOWING DOCUMENT(S) AT THE TIME OF BID SUBMITTAL AND MUST SUBMIT TO COUNTY A PHOTOCOPY OF THE DOCUMENTS PRIOR TO AWARD OF THE BID:**

1. Current COUNTY Certification pursuant to Chapter 9, Broward County Code of Ordinances for the following general and specialty building construction trade category(ies):

   **GENERAL BUILDING CONTRACTOR CLASS "A"; OR**
   (Must be registered with the State)

   **GENERAL BUILDING CONTRACTOR CLASS "B"; OR**
   (Must be registered with the State)

   **SHUTTER/OPENING PROTECTIVE SPECIALTY CONTRACTOR—CLASS "SO"; OR**

   **AWNING ERECTION CATEGORY—CLASS "AE"; OR**

   **ALUMINUM SPECIALTY STRUCTURE CATEGORY—CLASS "AL"**

   **AND!!**

   Current State of Florida Registration pursuant to Section 489.117(1) F.S., evidencing state registration in the proper state classification(s) of work as follows:

   **GENERAL BUILDING CONTRACTOR CLASS "A" OR**
   **GENERAL BUILDING CONTRACTOR CLASS "B"**
   **OR!!**

Hurricane Protection Terminal 1, 2 and 3
2. Current State of Florida Certification pursuant to Chapter 489, Part I, F.S., evidencing a state certification in the proper classification of work as follows:

CERTIFIED GENERAL CONTRACTOR OR
CERTIFIED BUILDING CONTRACTOR

OR!!

3. Special Exception From the Above Requirements For a Non-Florida Domiciled Contractor: If Bidder is a Non-Florida Domiciled Contractor, Bidder may, in lieu of complying with requirements set forth above, submit evidence to COUNTY of having applied for a limited Non-Renewable Registration from the Department of Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph. BIDDER must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.

Please note that all work not within the scope of the above Contractor shall be completed by a licensed subcontractor. All Contractors and subcontractors must possess current liability insurance and workers compensation policies, or provide proof of exemption from the requirements of the Florida Workers compensation Law.

B. County Road Work Projects or other engineering Construction related projects (not applicable)

C. County Projects relating primarily to Plumbing, Electrical and Mechanical (not applicable)

D. County Projects relating primarily to Liquified Petroleum Gas Work (not applicable)

E. BROWARD COUNTY BUSINESS TAX RECEIPT:

WITHIN FIFTEEN (15) CALENDAR DAYS AFTER NOTIFICATION OF INTENT TO AWARD THE PROJECT TO BIDDER, BIDDER SHALL SUBMIT TO COUNTY A PHOTOCOPY OF ITS CURRENT BROWARD COUNTY BUSINESS TAX RECEIPT AS REQUIRED BY CHAPTER 205, F.S., OBTAINED FROM THE BROWARD COUNTY REVENUE COLLECTION DIVISION.
SUPPLEMENT TO BID/TENDER FORM
NON-COLLUSION CERTIFICATE:

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the Contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

NAME

RELATIONSHIPS

DiPompeo Construction Corp.

NONE

NAME

RELATIONSHIPS

STATE OF FLORIDA )

SS.

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this _____ day of __________________, 20__, by

who is personally known to me or who has produced ___________________ as identification and who did/did not take an oath.

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

(Notary Seal)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

Typed, printed, or stamped

(Title or rank)

(Serial number, if any)

CAF#170 Hurricane Protection Terminal 1, 2 and 3
and Rental-Car-Center Hurricane Protection
SUPPLEMENT TO BID/TENDER FORM

DRUG FREE WORKPLACE CERTIFICATION:

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

The undersigned Bidder hereby certified that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   (i) The dangers of drug abuse in the workplace;
   (ii) The Bidder's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   (i) Taking appropriate personnel action against such employee, up to and including termination; or
   (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4th day of April, 2012, by John DiPompeo Jr., as President of DiPompeo Construction Corporation, known to me to be the person described herein, or who produced as identification, and who did did not take an oath.

Dawn M Moody
Notary Public State of Florida
My Commission Expires: 1/24/12

My commission expires: 1/24/12

CAF#170 Hurricane Protection Terminal 1, 2 and 3
and Rental Car Center-Hurricane Protection
The Bidder, by virtue of the signature below, affirms that the Bidder is aware of the Trench Safety Act, Section 553.60 et seq of the Florida Statutes, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONSIDERED ADDITIONAL WORK.

The Bidder further identified the costs and methods summarized below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total $____________________________________

IN ORDER TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLETE THIS FORM, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENT:

Name of Bidder ____________________________

Authorized Signature of Bidder ____________________________

COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.
00550. **RECYCLED CONTENT INFORMATION:**

In support of the Florida Waste Management Law, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**RECYCLED CONTENT INFORMATION:**

1. **IS THE MATERIAL IN THE ABOVE: VIRGIN _____ OR RECYCLED _____** (CHECK THE APPLICABLE BLANK). **IF RECYCLED, WHAT PERCENTAGE**

   **PRODUCT DESCRIPTION:**

2. **IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT? YES _____ NO _____**

   **SPECIFY:**

3. **IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE? YES _____ NO _____**

   **SPECIFY:**

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.
CONTRACTOR shall within five (5) calendar days of the COUNTY's request, or prior to award of the Contract, whichever occurs first, notify COUNTY and Consultant in writing of the non-certified subcontractors proposed for the Work by submitting the "Vendor's List (Non-Certified Subcontractors and Suppliers Information)" form (copy attached hereto as Exhibit "A"), properly filled out with each subcontractor's information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and Consultant of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of $50,000 or more. CONTRACTOR shall submit the Final List of Non-Certified Sub-Vendors (Exhibit B) at project close-out, prior to final payment and release of retainage.
VENDOR'S LIST
Non-Certified Subcontractors and Suppliers Information
(Provide this Information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well)

1. Firm's Name: ____________________________________________
2. Firm's Address: __________________________________________
3. Firm's Telephone Number: _________________________________
4. Contact Name and Position: _________________________________
5. Bid/Proposal Number: _____________________________________
6. Type of Work Bid: _________________________________________
7. Types of Supplies: _________________________________________

1. Firm's Name: ____________________________________________
2. Firm's Address: __________________________________________
3. Firm's Telephone Number: _________________________________
4. Contact Name and Position: _________________________________
5. Bid/Proposal Number: _____________________________________
6. Type of Work Bid: _________________________________________
7. Types of Supplies: _________________________________________

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 Purchasing Division.

Use additional sheets for more subcontractor or suppliers as necessary.

Purchasing Division (5/12/09)

Hurricane Protection Terminal 1, 2 and 3
Date:        
To: Vendor/Firm Name        
From: Broward County Purchasing Division        
Subject: Final List of Non-certified Subcontractors/Sub-vendors        
Re: Project Title, Contract Number

For tracking purposes, the attached list of non-certified 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" (Attachment B) and/or not approved as substitutes or additions by the Broward County Office of Economic and Small Business Development toward meeting the established goal.

The Prime Vendor certifies the following:

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

☐ There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

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:

______________________________
(Print Name)

______________________________ (Seal)

Commission No: __________________

State of ______________________ at Large

00600. CONTRACT:

Hurricane Protection Terminal 1, 2 and 3
CONTRACT

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and DiPompeo Construction Corporation.

WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

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

ARTICLE 2

CONTRACT TIME

2.1 CONTRACTOR shall be instructed to commence the Work by Notices to Proceed (NTP) issued by the CA. The work may be authorized in parts by the issuance of multiple NTPs. 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. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed. The second Notice to Proceed for this Contract will be issued concurrently with a second Notice to Proceed for Contract Z0991411C1-RCC.

2.2 Time is of the essence throughout this contract. The Work shall be substantially
completed within **180 calendar days** from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment in accordance with Article 5 within **30 calendar days** from the date of Substantial Completion.

2.3 Upon failure of CONTRACTOR to **substantially** complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of **seven hundred fifty dollars ($750.00)** for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified in Section 2.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of **five hundred dollars ($500.00)** for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. 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. The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given. This Contract and the Rental Car Center Contract, Z0991411C1-RCC, will run concurrently, therefore liquidated damages will not be cumulative.

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

2.5 CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between COUNTY and Consultant, a copy of which is available upon request of the CA. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by Consultant and agreed to by COUNTY.
ARTICLE 3

THE CONTRACT SUM

☐ This is a Unit Price Contract:*

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

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

☐ This is a Lump Sum Contract:*

3.1 COUNTY shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as reflected in this Contract.

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

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply as appropriate depending upon the type of Work being performed by CONTRACTOR and approved by COUNTY.

ARTICLE 4

PROGRESS PAYMENTS

4.1 CONTRACTOR may make Application for Payment for work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the

Hurricane Protection Terminal 1, 2 and 3

-70-
Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by Consultant and CA. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to Consultant and CA as required by the Contract Documents, a Certification of Payments to Subcontractors (Form 00924), and a release of liens relative to the work which was the subject of previous applications or consent of surety relative to the work which is the subject of the Application. Form 00924 shall be accompanied by a copy of the notification sent to each subcontractor listed in item 2 of the form, explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Compliance in the form attached hereto as Form 00922. Each Application for Payment shall be submitted to BCAD for approval as follows:

Project Manager – Broward County Aviation Department
100 Aviation Blvd, Ft Lauderdale, FL 33315

All such applications for payment (hereinafter "invoices") shall be stamped as received on the date on which it is delivered above. Payment of invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the CONTRACTOR may send the CA an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the contract requirements, the CA must reject the invoice within 20 business days after the date stamped received and said rejection must specify the deficiency and the action necessary to make the Invoice proper. If the CONTRACTOR submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between BCAD and the CONTRACTOR cannot be resolved as set forth above, the dispute must be resolved in accordance with the dispute resolution procedure set forth in Section 12 of the General Conditions, Section 00800.

4.2 Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the CA shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the CA may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below ten percent (10%) shall be at the sole discretion of the CA, shall be recommended by Consultant and
CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of COUNTY.

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

4.3.1 Defective work not remedied.

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

4.3.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.

4.3.4 Damage to another contractor not remedied.

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

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

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

ARTICLE 5
ACCEPTANCE AND FINAL PAYMENT

5.1 Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, Consultant shall, within ten (10) calendar days, make an inspection thereof. If Consultant and CA find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 00926) shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

5.2 Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to Consultant a complete release of all liens arising out of this Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected
with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to include the certification document titled "Final list of non-certified sub-vendors," attached hereto as Exhibit "B" and made a part of this bid document, that must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

5.3 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and Consultant so certifies, COUNTY shall, upon certificate of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.4 Final payment shall be made only after the COUNTY's Director of Purchasing has reviewed a written evaluation of the performance of CONTRACTOR prepared by the CA, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

5.5 For all releases required, CONTRACTOR may combine them for this project Contract Z0991411C1-T1, 2, 3 and the Rental Car Center Hurricane Protection project Contract Z0991411C1-RCC.

ARTICLE 6
MISCELLANEOUS

6.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

6.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

6.3 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime...
may not submit a bid on a contract to provide any goods or services to the COUNTY, may not submit a bid on a contract with the COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY, and may not transact any business with the COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the County purchase and may result in Contractor debarment.

6.4 Independent Contractor

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

6.5 Third Party Beneficiaries

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

6.6 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, 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 set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For County:
CONTRACT ADMINISTRATOR, MARC GAMBRILL, Director
Capital Improvement Program, Airport Development
Ft Lauderdale-Hollywood International Airport, 100 Aviation Boulevard

Hurricane Protection Terminal 1, 2 and 3
Ft Lauderdale, FL 33315

For Contractor:

6.7 Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Section 28 of the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

6.8 Materiality and Waiver of Breach

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.9 Severance

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 Applicable Law, Jurisdiction, Venue and Waiver of Jury Trial

Hurricane Protection Terminal 1, 2 and 3
This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County, Florida and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. CONTRACTOR, PURSUANT TO SECTION 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

6.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR.

6.12 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

6.13 Payment for Stored Materials and Equipment

Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be executed per Section 4.2. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment.
Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 12 day of March, 2013, and CONTRACTOR, signing by and through its authorized representative, duly authorized to execute same.

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

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

Dawn Mehler
Risk and Contracts Manager

Hurricane Protection Terminals
11.071.113

BROWARD COUNTY, through its Board of County Commissioners

By
Vice Mayor

9th day of August, 2013.

Approved as to form by
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone (954) 357-7600
Telex: (954) 357-7644

By
Alexander J. Williams, Jr.
Assistant County Attorney

By
Michael J. Kerr
Chief Trial Counsel

Hurricane Protection Terminal 1, 2, and 3
11.071.113
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

John DiPompeo
(Secretary)
John DiPompeo Sr.
(Corporate Seal)

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

__________________________

(Business Name)

By__________________________

(Signature)

__________________________

(Type Name Signed Above)

____ day of _____________, 20__.

COUNTY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

Hurricane Protection Terminal 1, 2 and 3 -78-
**CERTIFICATE OF LIABILITY INSURANCE**

**INSURED:** DIPompeo Construction Corp  
2301 NW 33rd Court, Unit# 102  
Pompano Beach, FL 33069  

**INSURER A:** Amerisure Insurance Company  
INSURER B: Amerisure Mutual Insurance Co  

**COVERAGE:**

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CPP2085669</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td>CA2055090</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td>WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WC208592</td>
<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES:**

Project: Hurricane Protection for Terminals 1, 2 and 3

30 days notice of cancellation, 10 days applies for non-payment.

**CERTIFICATE HOLDER:**

**BROWARD**

Broward County  
100 Aviation Boulevard  
FT Lauderdale, FL 33315

**CANCELLATION:**

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

Insurance Requirements for Hurricane Protection for the RCC and Terminals 1, 2 and 3

The following coverages are deemed acceptable for hurricane insurance requirements for the project and are included in the $50,000 deductible for the period that shall be covered by this certificate.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td></td>
<td>Covered by County's OCIP</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td></td>
<td>Covered by County's OCIP</td>
</tr>
<tr>
<td>POLLUTION &amp; ENVIRONMENTAL LIABILITY</td>
<td>Covered by County's OCIP</td>
</tr>
<tr>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY - E&amp;O</td>
<td>Max. Ded.</td>
</tr>
<tr>
<td>PROPERTY COVERAGE / ALL RISK</td>
<td>Max. Ded.</td>
</tr>
<tr>
<td></td>
<td>VENDOR RESPONSIBLE FOR DEDUCTIBLE</td>
</tr>
<tr>
<td></td>
<td>$50K</td>
</tr>
</tbody>
</table>

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

NOTE *: If the company is exempt from Workers' Compensation Coverage, please provide a letter from the State's examination which documents this status and attach to Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for J.S. Longshoremen & Harbor Workers Act & Jones Act.

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder.

Certificate Must be signed and all applicable deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate biz number, ALRFP, and project manager.

Name & Address of Certificate Holder
Broward County
100 Aviation Boulevard
Fort Lauderdale, FL 33315
RE: (C. Celestine, BCAD)

Evan Verger
Broward County Aviation Department
Risk Insurance and Contracts Manager
evverger@broward.org

Hurricane Protection Terminal 1, 2 and 3
00721. CERTIFICATE AS TO CORPORATE PRINCIPAL:

I, John DiPompeo Sr., certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that John DiPompeo Jr., who signed the Bond(s) 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(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

John DiPompeo (Seal) as Secretary of DiPompeo Construction Corporation (Name of Corporation) (SEAL)

STATE OF FLORIDA )
COUNTY OF BROWARD ) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared John DiPompeo Jr. 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 (Performance Bond and Payment Bond) on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this 31st day of July, 2013.

My commission expires:

[Notary Public seal]

Dawn M. Moody, Notary Public, State of Florida at Large

Bonded by: Hurricane Notary Bonding

Hurricane Protection Terminal 1, 2 and 3
FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS
$500,000.00 OR LESS:

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY
RE: BID NUMBER: ______________________

BIDDER:
Name: ____________________________________________

___________________________________________________
Address: ____________________________________________

___________________________________________________
City/State Zip
Phone: ________________________________

AMOUNT OF BOND: ________________________________

SURETY BOND COMPANY:
Name: ____________________________________________

___________________________________________________
Address: ____________________________________________

___________________________________________________
City/State Zip
Phone: ________________________________

This is to certify that, in accordance with Florida Statutes, the insurer named above
(check all that apply):

☐ Holds a certificate of authority authorizing it to write surety bonds in the state of Florida.
☐ Has twice the minimum surplus and capital required by the Florida Insurance Code.
☐ Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 through 9308 of Title 31 of the United States Code.

(Date Signed) ___________________________ Agent and Attorney-in-Fact

Hurricane Protection Terminal 1, 2 and 3

-87-
AFFIDAVIT

STATE OF FLORIDA )
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by ____________________________, Agent and Attorney-in-Fact of ________________________, 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__.

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

Hurricane Protection Terminal 1, 2 and 3

-88-
PERFORMANCE AND PAYMENT GUARANTY FORM

UNCONDITIONAL LETTER OF CREDIT:

Date of Issue __________________________

Issuing Bank’s No. ______________________

Beneficiary: ____________________________

Applicant: _____________________________

Broward County through __________________
its Broward County ______________________
Board of County _________________________
Commissioners __________________________
County Administrator _____________________
Governmental Center _____________________
115 South Andrews Avenue __________________
Fort Lauderdale, FL 33301 __________________

Bid/Contract Number _____________________

We hereby authorize you to draw on __________________ (Bank, Issuer name)

at ________________________________ (branch address)

by order of ______________________________

of and for the account of ____________________________ (contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of __________________ available by your drafts at sight, accompanied by:

1. A signed statement from the County Administrator of Broward County, or the Administrator’s authorized representative, that the drawing is due to default in performance of certain obligations on the part ____________________ (contractor, applicant, customer)

agreed upon by and between Broward County and ____________________________ (contractor, applicant, customer)

Bid/Contract No. ____________________________

for ____________________________ (name of project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than ____________________________

Hurricane Protection Terminal 1, 2 and 3
Drafts must bear the clause: "Drawn under Letter of Credit No._____, of ________________________ dated ___________

(Bank name)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _________________________________.

(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

________________________________________

Authorized Signature
00800. GENERAL CONDITIONS:

1. Project Manual:

1.1. The Project Manual includes any general or special Contract conditions or specifications attached hereto.

1.2. The Project Manual, along with all documents that make up and constitute the Contract Documents, shall be followed in strict accordance as to work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.

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

1.4. CONTRACTOR shall be furnished ten (10) copies, free of charge, of the Project Manual; two (2) of which shall be preserved and always kept accessible to Consultant and Consultant’s authorized representatives. Additional copies of the Project Manual may be obtained from COUNTY at the cost of reproduction.

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. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
3. **Preliminary Matters:**

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

3.1.1. A progress schedule in the indicated form:

- Bar Chart
- Modified CONTRACTOR
- CONTRACTOR
- Computerized CONTRACTOR

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

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

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

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

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

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by CONTRACTOR, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CONTRACTOR review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by COUNTY or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or COUNTY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility there for. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to Consultant as to form and substance.

3.4 CONTRACTOR may combine all Shop Drawings and other submittals for this project, Contract Z0991411C1-T1, 2, 3 with those for the Rental Car Center Hurricane Protection project, Contract Z0991411C1-RCC.

4. **Performance Bond and Payment Bond:**

Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as forms 00710 and 00720.
4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to COUNTY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

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

4.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide COUNTY with evidence of such recording.

4.4. **Alternate Form of Security:**

In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier’s check or unconditional letter of credit in the form attached hereto as Form 00735. Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one (1) year after completion and acceptance of the Work.

5. **Qualification of Surety:**

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

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

5.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth
in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.111). Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

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

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

5.2. For projects of Five Hundred Thousand Dollars ($500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying (Form 00722) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
5.3. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

6. Indemnification:

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable 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 Agreement. These indemnifications shall survive the term of this Agreement. To the extent considered necessary by CA and County Attorney, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

7. Insurance Requirements- OCIP Contract

7.1 COUNTY Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program (“OCIP”) for the Project. The OCIP will be administered by Aon Risk Services of Florida, Inc. The OCIP is more fully described in the insurance manual (the “Insurance Manual”) for the Project, which is hereby incorporated into this Contract by this reference below:

http://www.broward.org/Purchasing/Documents/ocipmanual.pdf

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”).

7.1.1 Enrolled Parties and Their Insurance Obligations. OCIP Coverages shall cover Enrolled Parties. Enrolled Parties are: the COUNTY, the OCIP Administrator, CONTRACTOR and eligible Subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as COUNTY may designate, in its sole discretion (each party insured under the OCIP is an “Enrolled Party.”) Enrolled Parties shall obtain and maintain, and shall require each of its or their Subcontractors to obtain and maintain,
the insurance coverage specified in Section 7.2, below, and in the Insurance Manual.

7.1.2 Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following “Excluded Parties”:
(a) Hazardous materials remediation, removal and/or transport companies and their consultants;
(b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
(c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
(d) CONTRACTOR and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and
(e) Any parties or entities excluded by COUNTY in its sole discretion, even if they are otherwise eligible.

Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 7.2, below, and in the Insurance Manual for all on-site and off-site operations.

7.1.3 OCIP Insurance Policies Establish the OCIP Coverages. The OCIP Coverages and exclusions summarized in this Section 7.1 or in the Insurance Manual are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverages in this Section 7.1 or the Insurance Manual are not intended to be exhaustive, or to alter or amend any provision of the actual OCIP Coverages. In the event that any provision of this Section 7.1, or the Insurance Manual conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

7.1.4 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**

7.1.4.1 **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.

7.1.4.2 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.

7.1.4.3 **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.

7.1.4.4 **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

7.1.4.5 **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:

<table>
<thead>
<tr>
<th>Each Loss</th>
<th>$200,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$200,000,000</td>
</tr>
</tbody>
</table>

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

7.1.5 COUNTY’S Obligations. COUNTY shall pay the costs of premiums for the OCIP Coverages. COUNTY will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR hereby assigns to COUNTY the right to receive all such adjustments, and shall require each of its Subcontractors of every tier to assign to COUNTY the right to receive all such adjustments. COUNTY assumes no obligation to provide insurance other than that specified in this Section 7.1, and in the OCIP insurance policies. COUNTY’S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, CONTRACTOR or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which CONTRACTOR or any of its Subcontractors have to COUNTY there under. 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.

7.1.6 CONTRACTOR’S OCIP Obligations. CONTRACTOR shall:

7.1.6.1 Incorporate the terms of Section 7.1 of this Contract, concerning the OCIP, into all subcontract agreements.
7.1.6.2 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.

7.1.6.3 Comply with all of the administrative, safety, insurance, and other requirements outlined in this Section 7.1, the Insurance Manual, the OCIP Safety and Loss Prevention Manual, (links below)

http://www.broward.org/Purchasing/Documents/ocipmanual.pdf

the OCIP insurance policies, or elsewhere in the Contract Documents.

7.1.6.4 Provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Section 7.1, and the Contract Documents. The failure of (a) COUNTY to include the Insurance Manual in the bid documents or (b) CONTRACTOR to provide to each of its eligible Subcontractors of every tier a copy of the same shall not relieve CONTRACTOR or any of its Subcontractors from any of the obligations contained therein.

7.1.6.5 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 guarantees 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.

Hurricane Protection Terminal 1, 2 and 3

-100-
7.1.6.6 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.

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

7.1.6.8 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.

7.1.6.9 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 “Aon Wrap.” If a Contractor or Subcontractor cannot provide payroll information electronically, they may provide it to the OCIP Administrator.
The CONTRACTOR and its subcontractors for this project, Contract Z0991411C1-T1, 2, 3 and the Rental Car Center Hurricane Protection project, Contract Z0991411C1-RCC, will enroll in the OCIP Program once.

The CONTRACTOR and its subcontractors for this project and the Rental Car Center Hurricane Protection project will provide one weekly payroll form. The CONTRACTOR shall on one payroll form separate the payroll figures for the RCC Hurricane Protection Project and the payroll figures for the Terminal 1, 2, 3 Hurricane Protection Project.

7.1.6.10 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").

7.2 Additional Insurance Required From Enrolled Parties and Excluded Parties. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverages specified in this Section 7.2 in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section 7.2, except the Workers' Compensation policy, shall name COUNTY, CONSULTANT, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as COUNTY may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance coverage to COUNTY or the OCIP Administrator as required by the Insurance Manual. Enrolled Parties are to provide evidence of Worker's Compensation, Employer's Liability, General Liability, and Excess Liability insurance, as set out below, for off-site activities, and evidence of Automobile Liability insurance for all activities, both on-site and off-site. Excluded Parties must provide evidence of all insurance set out below for both on-site and off-site activities.
7.2.1 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.

7.2.2 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.

7.2.3 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:

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

Ten (10) Years Products/Completed Operations Extension

7.2.4 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.

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

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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit per Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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.

7.2.6 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.

7.2.6.1 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.

7.2.6.2 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.

7.2.7 For all policies provided under this Section 7.2, if the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

7.2.8 For all policies provided under this Section 7.2, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction.

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

7.2.10 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.

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

CONTRACTOR’S failure to procure or maintain the insurance required by this section 7.2 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.

7.3 Additional Insurance Provisions.

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

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

7.3.1.2 They have had the opportunity to read and analyze copies of the OCIP insurance policies that are on file in COUNTY’S office, and they understand the OCIP Coverages. Any reference or summary in the Contract, this Section 7, 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.
7.3.1.3 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.

7.3.1.4 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.

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

7.3.3 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.

7.3.4 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.

7.3.5 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.

7.3.6 Duty of Care. Nothing contained in this Section 7, 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.

7.3.7 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.
8. Labor and Materials:

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

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

9. Royalties and Patents:

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

10. Weather:

 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

(1) CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or

(2) CONTRACTOR must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

11. Permits, Licenses and Impact Fees:

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

11.2 Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

00800-12 Dispute Avoidance and Resolution

Purpose

12.1 The purpose of this dispute resolution process is primarily to assist in the prevention and mitigation of impacts to the project as a result of disputes between the CONTRACTOR and the County, and secondarily to assist in the resolution of disputes and claims between CONTRACTOR and County arising out of the Contract Documents. The intent of the establishment of the DISPUTE PANEL ("PANEL") is to facilitate contemporaneous agreement as to the resolution of events occurring during the progress of the work, and if agreement cannot be quickly reached, then to fairly and impartially consider disputes placed before it and to provide written recommendations for resolution of these disputes to both the County and the CONTRACTOR. All decisions of the PANEL are non-binding on the parties. Submission of a disputed matter to the PANEL for its written recommendation is an absolute condition precedent to filing suit or to filing a demand for arbitration with regard to the matter. There shall only be one DISPUTE PANEL for this Contract and Z0991411C1-RCC, whose scope and meetings will encompass both projects.

12.2 Panel Scope

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

12.2.2.Membership of the PANEL: The PANEL shall consist of three neutral members who shall not have been previously employed in any capacity for either party, provided however, that prior services as a dispute panel member shall not automatically disqualify a potential member. One member shall be nominated by CONTRACTOR and one member shall be nominated by County. Unless reasonably objected to by the other party, the nominees shall be appointed to the PANEL. The third member shall be selected by agreement of the parties or if the parties are unable to reach agreement within 15 days after the award of the contract and prior to the effective date of the Notice to Proceed, by the two party-appointed members. Unless the parties agree otherwise, each party-appointed member shall have significant construction experience and be a non-lawyer. The chairman of the PANEL shall have significant experience with public building construction and be a lawyer. The non-party appointed PANEL member will serve as Chairman of the PANEL. The members of the PANEL shall be selected no later than 15 days after the award of Contract and prior to the effective date of the Notice to Proceed. Claims by either party arising out of events occurring prior to the selection of the PANEL are waived and released.

12.2.3 Meetings; confidentiality: The first meeting of the PANEL shall occur within 21 days of the effective date of the Notice to Proceed. Subsequent meetings will be regularly held on site as set forth in Frequency of Meetings below. Statements made in regular meetings of the PANEL will be confidential and inadmissible to the same degree as proceedings in a mediation under Florida law. Each meeting will consist of an informal round table discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives from the County and the CONTRACTOR. The round table discussions shall include presentations from both County and CONTRACTOR to the PANEL that addresses the following items: construction work accomplished
since the last meeting, current status of the work the current and future schedule, payment status, potential future problems that may come before the PANEL, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. It is contemplated that other project participants will be invited to attend regular PANEL meetings, including the project designer, the Construction Manager at Risk and other contractors engaged by the County to construct the project, and major subcontractors and Subconsultants. In addition to round table discussions, agendas for regular meetings of the PANEL may include the following:

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

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

12.2.3.3 Set a tentative date for next meeting.

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

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

12.2.5.1 Before referring a matter to the PANEL a representative of either party must first submit a letter titled Notice of Disagreement to his/her counterpart from the other party describing the issue that has arisen. The party receiving the notice shall have 7
days from receipt of the letter to submit a response. If after 14 days from the initial receipt of the Notice of Disagreement the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the PANEL and the matter will be scheduled before the PANEL. The written Request shall contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No Request may be filed with the PANEL without first having complied with the Notice of Disagreement requirements of this section.

12.2.5.2 Upon receipt of a Request for a Hearing, the Chairman will schedule the matter for Hearing at a location in Ft. Lauderdale, Florida, within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary.

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

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

12.2.5.5 Both parties will be afforded an opportunity to be heard by the PANEL and to offer evidence. The PANEL members may ask questions, request clarification, or ask for additional data. In large or complex disputes, additional hearing days may be necessary in order to consider and fully understand all the evidence presented by both parties.
12.2.5.6 Attorneys are generally discouraged from attending the PANEL meetings, but are allowed to participate in the Hearings on the following limited basis. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing or make or argue legal motions.

12.2.5.7 All of the PANEL's recommendations for resolution of disputes will be given in writing to both the County and the CONTRACTOR, within 10 days of completing the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the PANEL to formulate its recommendations. The PANEL's initial 10 day written recommendation will address contractual entitlement and the number of days of extension of milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10 day written recommendation to resolve the issue. The parties may agree to mediate the resolution during this 7 day period. If the parties cannot agree on the resolution of the 10 day recommendation during this 7 day period, the PANEL shall issue a written recommendation addressing monetary damages no later than 24 days from completion of the Hearing.

12.2.5.8 No provisions associated with the Dispute Panel shall in any way abrogate the CONTRACTOR's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

12.2.5.9 In the event that the County is not in agreement with a decision or recommendation of the PANEL, the County may elect to issue a Work Order or Change Order, with appropriate reservations of rights.

12.2.5.10 Although the PANEL's recommendations are non-binding, all records and written recommendations of the PANEL will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.
By agreement of the parties and the PANEL, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

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

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

12.2.8 Recommendations of the PANEL: All recommendations of the PANEL shall be executed by all PANEL members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

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

12.2.10 Construction Site Visits: The PANEL members are encouraged to visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the County, the CONTRACTOR, and the PANEL. Regarding matters before the PANEL, it will probably be advantageous but not absolutely necessary for the PANEL to
personally view the site and any relevant conditions. If viewing by the PANEL would cause delay to the project, photographs and descriptions of these conditions collected by either or both parties will suffice.

12.3 Coordination And Logistics: The County, in cooperation with the CONTRACTOR, will coordinate the operations of the PANEL.

12.4 Time For Beginning And Completion: The PANEL is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Program are heard or Final Acceptance of the Program, whichever is later.

12.5 Payment

12.5.1 Regular meetings: The amounts paid to the chairman of the PANEL and the other PANEL members for their services, including travel costs pursuant to CONTRACTOR, shall be paid from a task account to be established within the Contract for that purpose. The CONTRACTOR shall pay the PANEL members in the first instance, and shall submit a request to the County for reimbursement of all expenses incurred, without markup or bond. County shall process and pay CONTRACTOR for PANEL expenses as part of regular project periodic pay requests, and the CONTRACTOR shall be responsible to promptly pay the PANEL members with no withholding or deductions. The maximum not to exceed daily fee to be paid to each PANEL member shall be One Thousand Five Hundred Dollars ($1,500.00) and travel costs in accordance with Florida Statutes.

12.5.2 Payment – Hearings
In the event a party files a Request for a Hearing, the expenses and fees incurred by the PANEL members in connection with the Hearing shall be shared equally. The County will reimburse to the CONTRACTOR one half of the expenses submitted by the PANEL members in connection with Hearings and recommendations ensuing from Hearings.

12.6 Costs And Accounting Records
The PANEL members shall keep available the cost records and accounts pertaining of all of the work by the PANEL for inspection by representatives of the County or the CONTRACTOR for a period of three years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records in completed.
12.7 Termination Of Disputes Panel
Upon formal written amendment to this Contract, this dispute resolution process may be terminated.

12.8 Termination Of Panel Membership
PANEL members may withdraw from the PANEL by providing four weeks written notice to all other parties. Should the need arise to appoint a replacement PANEL member, the replacement PANEL member shall be selected as was the departing PANEL member. The selection of a replacement PANEL member shall begin promptly upon notification of the necessity for a replacement.

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

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

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

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

12.11 Statute Of Limitations
No part of the Dispute Panel Section or any of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

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

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

12.14 Interpretation
The Dispute Panel section shall in no way limit the rights of the County to issue Work Authorizations, Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Contract. This section shall also in no way limit the remedies or obligations of the CONTRACTOR pursuant to Contract, except that submission of a disputed matter to the PANEL for a written recommendation as to resolution shall be a condition precedent to pursuit of any claim in arbitration or litigation.

12.15 Subsequent proceedings.
In the event that a party files suit or initiates arbitration in connection with this project, no member of the PANEL shall be called to testify in such proceedings, and the personal notes of PANEL members shall not be admissible.
12.16 Dispute Resolution

12.16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that, CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of 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 or CONTRACTOR’s decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the CA and CONTRACTOR shall be submitted to CONTRACTOR in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, CONSULTANT shall notify the CA and CONTRACTOR in writing of CONTRACTOR’s decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CONTRACTOR requires additional time to gather information or allow the parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all non-technical administrative disputes, shall be determined by the CA pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, CONTRACTOR, and CA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

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

13. **Inspection of Work:**

13.1 Consultant and COUNTY shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.

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

13.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the CA, 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 by means of a Change Order. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.

13.2 Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents or to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of Consultant.
13.3 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

14. **Superintendence and Supervision:**

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

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

14.3 The CA, CONTRACTOR and Consultant shall meet at least every two (2) weeks or as determined by the CA, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting. All contractually required meetings for this Contract may be conducted with meetings required for Contract Z0991411C1-RCC.

14.4 If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be CONTRACTOR's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any
Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.

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

14.6 CONTRACTOR shall only be required to have one superintendent for both this project, Contract Z0991411C1-T1, 2, 3 and the Rental Car Center Hurricane Protection project, Contract Z0991411C1-RCC.

15. COUNTY's Right to Terminate Contract:

15.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in 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, CA may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then COUNTY may upon written certificate from Consultant of the fact of such delay, neglect or default, specifying the same. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then COUNTY may upon written certificate from Consultant of the fact of such delay, neglect or default, specifying the same. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition COUNTY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion
of the Project in an acceptable manner. All damages, costs and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by COUNTY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to COUNTY the amount of said excess.

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

15.3 This Contract may be terminated for convenience in writing by COUNTY upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work/services which have not been performed.

15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 or 15.3 above, 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.

15.5 This Agreement may also be terminated by the Board:

15.5.1 Upon the disqualification of CONTRACTOR as a CBE firm by COUNTY's Director of the Office of Economic and Small Business Development if CONTRACTOR's status as CBE firm was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

15.5.2 Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;
15.5.3 Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR or such participant;

15.5.4 Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.5.5 If CONTRACTOR is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE firm's status of its disqualified CBE participant. If so determined, CONTRACTOR shall not be awarded CBE participation credit.

16. CONTRACTOR's Right to Stop Work or Terminate Contract:

Should Consultant fail to review and approve or state in writing reasons for non-approval of any Application for Payment within fifteen (15) business days after it is presented, or if COUNTY fails either to pay CONTRACTOR within twenty-five (25) business days after Consultant receives CONTRACTOR's proper Application for Payment, or to notify CONTRACTOR and Consultant in writing of any objection to the Application for Payment, then CONTRACTOR may, give written notice to COUNTY and Consultant of such delay, neglect or default, specifying the same. If COUNTY or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from COUNTY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses.

17. Assignment:

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any

Hurricane Protection Terminal 1, 2 and 3
monies due or to become due to it hereunder, without the previous written consent of the County Administrator.

18. Rights of Various Interests:

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

19. Explosives:

When the use of explosives is necessary in the prosecution of the work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked "Dangerous-Explosives" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to COUNTY proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

20. Differing Site Conditions:

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CA and Consultant in writing of the existence of the aforesaid conditions. Consultant and CA shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CA, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CA shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CA and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to County Administration for determination in accordance with the provisions of Article 12. Should County Administration determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, County Administration shall so notify CA and CONTRACTOR in writing, stating
the reasons, and such determination shall be final and binding upon the parties hereto.

No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CA in strict accordance with the provisions of this Article.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CA as the date of substantial completion.

21. **Plans and Working Drawings:**

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

22. **CONTRACTOR to Check Plans, Specifications and Data:**

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

23. **CONTRACTOR's Responsibility for Damages and Accidents:**

23.1 CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2 CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in Article 30.
24. **Warranty:**

CONTRACTOR warrants to COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

25. **Supplementary Drawings:**

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

25.2 The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.

26. **Defective Work:**

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

26.2 Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Consultant, COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR’s expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.
26.3 If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents including but not limited to, Article 24 hereof and any claim regarding latent defects.

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

27. Taxes:

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

28. Subcontracts:

28.1 Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and Consultant of any change in subcontractors.

28.2 CONTRACTOR shall not employ any subcontractor against whom COUNTY or Consultant may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

28.3 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due any subcontractor. COUNTY or Consultant may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.
28.4 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

CONTRACTOR shall perform the Work with its own organization, amounting to not less than \textbf{25 percent} of the Contract Price. CONTRACTOR can utilize self-performed work on Contract Z0991411C1-RCC to achieve this percentage requirement.

29. \textbf{Separate Contracts:}

29.1 COUNTY reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

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

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

29.4 To insure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.

30. \textbf{Use of Completed Portions:}

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

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

30.2.1 COUNTY shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to COUNTY’s intended occupancy of a designated area.

30.2.2 CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form attached hereto as 00925 from Consultant.

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

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

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

31. Lands for Work:

Hurricane Protection Terminal 1, 2 and 3
31.1 COUNTY shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by COUNTY for the use of CONTRACTOR.

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

32. **Legal Restrictions and Traffic Provisions:**

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

33. **Location and Damage to Existing Facilities, Equipment or Utilities:**

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

33.2. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
33.3. The CONTRACTOR shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the CONTRACTOR for any loss of time or delay.

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

34. **Value Engineering:**

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

35. **Continuing the Work:**

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COUNTY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
36. Changes in the Work or Terms of Contract Documents:

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

36.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by COUNTY as hereinafter provided.

37. Field Orders and Supplemental Instructions:

37.1 The CA, through Consultant, shall have the right to approve and 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 in the Contract Price or the Contract Time.

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

38. Change Orders:

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

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

38.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, COUNTY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Consultant as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the Consultant and CA in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

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

38.5 Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY.

39. Value of Change Order Work:

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

39.1.1 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, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum which CONTRACTOR and COUNTY acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.
39.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 39.3.

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

39.2.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by COUNTY with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

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

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

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

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

39.2.5.3 Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority.

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

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

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

39.2.5.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

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

39.3.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 39.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

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

39.3.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

39.3.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.

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

39.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.

39.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
39.4.1 A mutually acceptable fixed fee or if none can be agreed upon.

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

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

39.4.2.2 For costs incurred under Section 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

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

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

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

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

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

39.8.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
39.8.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

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

40. Notification and Claim for Change of Contract Time or Contract Price:

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the CA and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time or Contract Price shall be determined by Consultant in accordance with Article 12 hereof, if COUNTY and CONTRACTOR cannot otherwise agree. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made there for as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by COUNTY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

41. No Damages for Delay:

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against COUNTY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from COUNTY for direct, indirect,
consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising 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 on the part of COUNTY or its Consultant. 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.

42. **Excusable Delay: Compensable; Non-Compensable:**

42.1 Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.

CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.

Failure of CONTRACTOR to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

(a) Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents. In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

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

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of
the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be $250.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

(b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or Consultant, or (ii) is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the COUNTY or Consultant, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

43. Substantial Completion:

When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and Consultant in writing. Consultant and COUNTY shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925. The CA shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. 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. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COUNTY through the CA and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.
44. **No Interest:**

Any monies not paid by COUNTY when claimed to be due to CONTRACTOR under this Agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of COUNTY's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

45. **Shop Drawings:**

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

45.2 Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

45.3 After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.

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

45.5 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.

45.6 Consultant shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop
Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by 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 approved by Consultant. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7 No approval 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 Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.

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

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

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

46. **Field Layout of the Work and Record Drawings:**

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

46.2 CONTRACTOR shall maintain in a safe place at the project site one record copy of all drawings, plans, specifications, addenda, written amendments, change orders, field orders and written interpretations and
clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings shall be available at all times to Consultant for reference. Upon Final Completion of the project and prior to Final Payment, these record documents, samples and shop drawings shall be delivered to the CA.

46.3 Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to COUNTY, CONTRACTOR's record drawings or as-built drawings acceptable to Consultant.

47. Safety and Protection:

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

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

47.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the project site; and

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

47.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to COUNTY and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.

Hurricane Protection Terminal 1, 2 and 3

-143-
47.3 CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

48. Final Bill of Materials:

CONTRACTOR shall be required to submit to COUNTY and Consultant a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by Consultant until CONTRACTOR submits the final bill of materials and CONSULTANT verifies the accuracy of the units of Work.

49. Payment by COUNTY for Tests:

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

50. Project Sign:

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

51. Hurricane Precautions:

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

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

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

52. **Cleaning Up; COUNTY's Right to Clean Up:**

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

53. **Removal of Equipment:**

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

54. **EEO AND CBE COMPLIANCE**

54.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, age, color, sex, national origin, political affiliation, familial status, disability, pregnancy, sexual orientation, gender identity or expression, marital status or political affiliation in the performance of this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16 ½, as may be amended from time to time. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship.
CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

54.1.1 COUNTY shall also require that any contractor selected to perform work on a COUNTY project include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

54.1.2 CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

54.1.3 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). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY’s competitive procurement activities.

54.2 COUNTY BUSINESS ENTERPRISE (“CBE”) COMPLIANCE
(applies to Bid Pack CIP No. 3658 Rental Car Center Hurricane Protection only)

In completing this Project, CONTRACTOR agrees to and shall comply with COUNTY Business Enterprise Act of 2009 (Broward County Hurricane Protection Terminal 1, 2 and 3)
Ordinance No. 2009-40, as may be amended from time to time), hereinafter referred to as the "Act," which provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts.

Failure by CONTRACTOR to carry out any of the CBE Program requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy available under this Agreement, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Agreement. 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 review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increase the contract value of this Agreement by ten percent (10%) of the initial contract value, or Fifty Thousand Dollars ($50,000) whichever is less, for opportunities to include or increase the participation of CBE firms, already involved on this Agreement.

54.2.1 COUNTY and CONTRACTOR agree that prime and subcontract awards to CBE firms are crucial to the achievement of COUNTY's CBE participation goals. In an effort to assist COUNTY in achieving its established goals for this Project, CONTRACTOR agrees to meet the current CBE participation goals established by COUNTY.

This Contract has the following CBE participation goals:

<table>
<thead>
<tr>
<th>CBE Goal</th>
<th>not applicable for Bid Pack CIP No. 3619 Hurricane Protection Terminal 1, 2 and 3</th>
<th>0% not applicable Federal requirements under 44 CFR 13 applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total CBE Goal for Bid Pack CIP No. 3619 Hurricane Protection Terminal 1, 2 and 3</td>
<td>25%</td>
<td></td>
</tr>
</tbody>
</table>

Hurricane Protection Terminal 1, 2 and 3
CONTRACTOR may not terminate for convenience a certified CBE listed as a subcontractor in the CONTRACTORS bid or offer without the County's prior written consent, which consent shall not be unreasonable 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 certified CBE subcontractor is terminated for any reason, including for cause, CONTRACTOR shall make good faith efforts to find another certified CBE firm to perform the work required of the original CBE firm.

54.2.2 CONTRACTOR has committed to the CBE performance delineated on Exhibit 6, CBE Performance Commitment. CONTRACTOR shall, in performing services for this Project, incorporate by Exhibit 6 the names, addresses, scope of work, and dollar value of CBE participation on the Schedule of CBE Participation into CONTRACTOR's contracts. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goals must be certified by the Broward County Office of Economic and Small Business Development. CONTRACTOR agrees to enter into contracts with CBE subcontractors which are listed on the Schedule of CBE Participation upon execution of this Agreement and to provide copies of its contracts with such persons to the CA and the Broward County Office of Economic and Small Business Development. CONTRACTOR may not deviate from the CBE's delineated on Exhibit 6, CBE Performance Commitment, without the prior approval of the OESBD (or designee).

54.2.3 CONTRACTOR understands that it is the responsibility of the CA and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR agrees to furnish monthly reports in the form attached as Form 7, CBE Participation Performance Report, to both the CA and the Broward County Office of Economic and Small Business Development on the progress of CBE participation commencing

Hurricane Protection Terminal 1, 2 and 3

-148-
with the first payment application. All reports shall include the name and business address of each CBE firm solicited by CONTRACTOR to work as a subcontractor in this Agreement and the responses received by CONTRACTOR to such solicitation; the name and business address of each CBE firm actually involved in this Agreement, a description of the work performed and/or product or service supplied by the CBE firms; the date and amount of each expenditure; the CBE status of any contractor performing any portion of this Agreement; and any other information requested by COUNTY which may assist COUNTY in determining the CONTRACTOR's compliance with its contractual obligations, or may assist in the implementation and enforcement of the Act. The submission of the report required by this subparagraph shall be a condition of payment to CONTRACTOR.

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

54.2.4.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONTRACTOR.

54.2.4.2 If a subcontractor or other similarly situated person institutes an arbitration proceeding claiming noncompliance with the Act by CONTRACTOR, then only in such event shall the remedies include an undertaking by CONTRACTOR to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding 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 proceedings. An arbitrator may award reasonable attorney's fees and costs against a nonprevailing party.

54.2.4.3 Nothing under this subsection 54.2.4 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.
54.2.5 CONTRACTOR agrees that nonpayment of a CBE subcontractor as required by Section 8.5.1 shall be a material breach of this Agreement and that COUNTY's CA may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this subsection 54.2.5 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor.

54.2.6 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 CBE participation and the status of any CBE firm performing any portion of this Agreement. On site reviews to monitor the CONTRACTOR's progress in achieving and maintaining CBE obligations will be carried out by the CA in conjunction with OESBD (or designee).

54.2.7 If CONTRACTOR fails to comply with the requirements of this Agreement or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Agreement or under applicable law, with all such rights and remedies being cumulative.

55. Project Records:

CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its subcontractors which relate in any way to the Project,
and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice.

56. **E-Verify Requirements:**
Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. all persons employed by the Contractor during the term of the Contract with the County; and
2. all persons, including subcontractors assigned by Contractor to perform work pursuant to this Contract.

57. **Scrutinized Companies List:** Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form (Exhibit C) with the bid submittal, but must submit within five (5) business days of COUNTY request.

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**Exhibit 6——CBE Performance Commitment**

Insert Schedule of Participation from bid documents

Hurricane Protection Terminal 1, 2 and 3
MONTHLY (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
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Project Description: | Project Completion Date: |
Prime Contractor: | Period Ending: | Amt. Paid to Prime: |
Contact Person: | Telephone#: ( ) | Fax#: ( ) |

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

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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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.

OESBO Compliance Form 2009.MUR

Hurricane Protection Terminal 1, 2 and 3

-153-
SPECIAL NOTICE: Asbestos Containing Material in County Buildings

In accordance with OSHA regulation 29 CFR 1926.1101(k) (2) bidders are notified of the presence of Asbestos Containing Material and/or Presumed Asbestos Containing Material at work sites and adjacent areas of the following locations. All materials except popcorn ceilings and floorings are labeled.

13TH STREET TAG AGENCY
815 NE 13TH STREET
FT. LAUDERDALE, FL 33304
(POPCORN CEILING)

TRAFFIC ENGINEERING
2300 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL 33309
(POPCORN CEILING)

Broward County Judicial Complex
201 SE 6th Street
Ft. Lauderdale, FL 33301
(Engine Room #2·Mechanical Equipment Room 3.6· Center Wing 3rd Floor Mechanical Equipment Room· Mechanical Equipment Room 4.6·Air Handling Unit 5-1· Mechanical Equipment Room 5.1, 5.2· West Wing 5th Floor Mechanical Equipment Room· 6th Floor West Mechanical Equipment Room· 7th Floor Central Mechanical Equipment Room· 10th Floor Central Elevator Mechanical Room)

MEDICAL EXAMINER
5301 SW 31ST AVENUE
FT. LAUDERDALE, FL 33312
(EXHAUST HOOD)

Hallandale Library
300 So. Federal Highway
Hallandale, FL 33009
(Equipment Room)

Hollywood Library
2600 Hollywood Blvd.
Hollywood, FL 33020
(Store Room)

No. Broward Detention Center
1550 Blount Road
Pompano Beach, FL
(Linoleum in Unit 10 Laundry)
00900. **SUPPLEMENTARY CONDITIONS:**

Hurricane Protection Terminal 1, 2 and 3
ADDITIONAL ARTICLES:

Federal Grant Projects:

By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through Federal Emergency Management Agency and referred to as FEMA Wind Retrofit Grant No. 1609-146-R.

Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.

DAVIS-BACON ACT REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth
the time spent in each classification in which work is performed. The wage
determination (including any additional classification and wage rates conformed
under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be
posted at all times by the contractor and its subcontractors at the site of the work
in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or
mechanics, including helpers, which is not listed in the wage determination and
which is to be employed under the contract shall be classified in conformance
with the wage determination. The contracting officer shall approve an additional
classification and wage rate and fringe benefits therefore only when the following
criteria have been met:

(1) The work to be performed by the classification requested is not
performed by a classification in the wage determinations; and

(2) The classification is utilized in the area by the construction industry;
and

(3) The proposed wage rate, including any bona fide fringe benefits,
bears a reasonable relationship to the wage rates contained in the wage
determination.

(B) If the contractor and the laborers and mechanics to be employed in the
classification (if known), or their representatives, and the contracting officer
agree on the classification and wage rate (including the amount designated for
fringe benefits where appropriate), a report of the action taken shall be sent by
the contracting officer to the Administrator of the Wage and Hour Division,
Employment Standards Administration, U.S. Department of Labor, Washington,
D.C. 20210. The Administrator, or an authorized representative, will approve,
modify, or disapprove every additional classification action within 30 days of
receipt and so advise the contracting officer or will notify the contracting officer
within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in
the classification or their representatives and the contracting officer do not
agree on the proposed classification and wage rate (including the amount
designated for fringe benefits where appropriate), the contracting officer shall
refer the questions, including the views of all interested parties and the
recommendation of the contracting officer, to the Administrator for
determination. The Administrator, or an authorized representative, will issue a
determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

Hurricane Protection Terminal 1, 2 and 3
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or
indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered
program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

Hurricane Protection Terminal 1, 2 and 3

-161-
trainee performing work on the job site in excess of the ratio permitted under the
registered program shall be paid not less than the applicable wage rate on the
wage determination for the work actually performed. In the event the
Employment and Training Administration withdraws approval of a training
program, the contractor will no longer be permitted to utilize trainees at less than
the applicable predetermined rate for the work performed until an acceptable
programs approved.

(iii) Equal Employment Opportunity (EEO). The utilization of apprentices,
trainees and journeymen under this part shall be in conformity with the equal
employment opportunity requirements of Executive Order 11246, as amended,

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are
incorporated by reference in this contract.


The contractor or subcontractor shall insert in any subcontracts the clauses
contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the
Federal Aviation Administration may by appropriate instructions require, and also
a clause requiring the subcontractors to include these clauses in any lower tier
subcontracts. The prime contractor shall be responsible for the compliance by
any subcontractor or lower tier subcontractor with all the contract clauses in 29
CFR Part 5.5.


A breach of the contract clauses in paragraph 1 through 10 of this section may
be grounds for termination of the contract, and for the debarment as a contractor
and a subcontractor as provided in 29 CFR 5.12

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in
29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.


Disputes arising out of the labor standards provisions of this contract shall not be
subject to the general disputes clause of this contract. Such disputes shall be
resolved in accordance with the procedures of the Department of Labor set forth
in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include
disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

00923. STATEMENT OF COMPLIANCE (DAVIS BACON ACT):

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 the Davis Bacon Act and the applicable conditions of the Contract.

Dated _______________, 20__

Contractor

By __________________________

(Signature)

By __________________________

(Name and Title)

STATE OF ____________

COUNTY OF ____________

SS.

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

WITNESS my hand and official seal, this ______ day of ____________, 20__.

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(NAME OF OFFICER TAKING ACKNOWLEDGMENT)

(TITLE OR RANK)

(SERIAL NUMBER, IF ANY)

My commission expires:

Hurricane Protection Terminal 1, 2 and 3

-164-
Davis Bacon Wage Tables

General Decision Number: FL120009 02/17/2012 FL9

Superseded General Decision Number: FL20100108

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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<th>Publication Date</th>
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CARP0079-001 04/01/2009

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<td>CARPENTER (Form Work Only) $22.20 6.67</td>
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ELEC0728-008 09/01/2011

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<td>ELECTRICIAN Excluding HVAC Temperature Controls $28.46 8.56</td>
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ELEV0071-001 01/01/2012

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</tr>
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<tr>
<td>ELEVATOR MECHANIC $38.84 23.535+a</td>
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</table>

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day, plus the Friday after Thanksgiving.

* ENGI0487-005 01/01/2010

Hurricane Protection Terminal 1, 2 and 3
Davis Bacon Wage Tables (continued)

OPERATOR: Backhoe............. $ 27.57 8.78
OPERATOR: Concrete Pump,
Truck Mounted
With Boom Attachments When
Manned With One Operator.... $ 28.30 8.78
With Boom Attachments With
Two Operators................ $ 25.05 8.78
OPERATOR: Crane
All Tower Cranes (Must
have 2 operators) Mobile,
Rail, Climbers, Static-
Mount; All Cranes with
Boom Length 150 Feet &
Over (With or without jib)
Friction, Hydro, Electric
or Otherwise; Cranes 150
Tons & Over (Must have 2
operators); Cranes with 3
Drums (When 3rd drum is
rigged for work); Gantry &
Overhead Cranes; Hydro
Cranes Over 25 Tons but
not more than 50 Tons
(Without
Oiler/Apprentice);
Hydro/Friction Cranes
without Oiler/Apprentices
when Approved by Union; &
All Type of Flying Cranes;
Boom Truck..................... $ 28.30 8.78
Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydro
Cranes 25 Tons & Under, &
Over 50 Tons (With
Oiler/Apprentice); Boom
Truck........................... $ 27.57 8.78
OPERATOR: Loader.............. $ 24.89 8.78
OPERATOR: Mechanic............. $ 27.57 8.78
OPERATOR: Oiler................... $ 22.24 8.78

* IRON0272-003 10/01/2011

Rates Fringes

IRONWORKER, ORNAMENTAL,
REINFORCING AND STRUCTURAL....... $ 23.94 5.93

* PAIN0365-001 08/01/2010

Rates Fringes

Davis Bacon Wage Tables (continued)

Hurricane Protection Terminal 1, 2 and 3

-166-
PAINTER: Brush, Steel and Spray (Excludes Drywall Finishing/Taping) $ 16.00 6.20

* PLUM0719-001 09/01/2010

Rates Fringes

PLUMBER, Excludes HVAC Pipe Installation $ 26.00 11.44

FOOTNOTE:

A- 6 paid holidays New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

SFFL0821-001 01/01/2012

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers) $ 27.93 16.29

* SHEE0032-009 01/01/2009

Rates Fringes

SHEET METAL WORKER, Includes HVAC Duct Installation $ 24.42 11.36

* SUFL2009-005 05/22/2009

Rates Fringes

BRICKLAYER $ 18.93 0.00

CARPENTER, Includes Acoustical Ceiling Installation, Cabinet Installation, and Drywall Hanging (Excludes Form Work) $ 16.84 1.37

CEMENT MASON/CONCRETE FINISHER $ 14.00 0.00

ELECTRICAL INSTALLER (HVAC/Temperature Control Installation) $ 20.41 4.64

FENCE ERECTOR $ 10.00 0.00

Davis Bacon Wage Tables (continued)
<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Hours</th>
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<tbody>
<tr>
<td>FLOOR LAYER: Carpet</td>
<td>$19.00</td>
<td>2.10</td>
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<tr>
<td>GLAZIER</td>
<td>$17.00</td>
<td>0.00</td>
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<tr>
<td>HVAC MECHANIC (HVAC Pipe Installation)</td>
<td>$20.34</td>
<td>2.89</td>
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<tr>
<td>HVAC MECHANIC (HVAC System Installation Only)</td>
<td>$17.91</td>
<td>2.64</td>
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<tr>
<td>INSTALLER - OVERHEAD DOOR</td>
<td>$13.50</td>
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<tr>
<td>LABORER: Asphalt Raker</td>
<td>$10.40</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Shoveler</td>
<td>$ 7.88</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$12.36</td>
<td>2.42</td>
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<tr>
<td>LABORER: Concrete Saw</td>
<td>$12.63</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$10.75</td>
<td>0.00</td>
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<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$12.83</td>
<td>1.90</td>
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<td>LABORER: Pipelayer</td>
<td>$14.30</td>
<td>1.24</td>
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<td>LABORER: Roof Tearoff</td>
<td>$ 8.44</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape and Irrigation</td>
<td>$11.96</td>
<td>0.63</td>
</tr>
<tr>
<td>MECHANICAL INSULATOR, Including Duct and Pipe</td>
<td>$14.25</td>
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<td>OPERATOR: Asphalt Spreader</td>
<td>$11.41</td>
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<tr>
<td>OPERATOR: Bulldozer</td>
<td>$16.21</td>
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<tr>
<td>OPERATOR: Distributor</td>
<td>$12.37</td>
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<tr>
<td>OPERATOR: Excavator</td>
<td>$11.00</td>
<td>0.00</td>
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<tr>
<td>OPERATOR: Forklift</td>
<td>$14.00</td>
<td>0.00</td>
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<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$13.73</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Paver</td>
<td>$12.75</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$10.94</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Davis Bacon Wage Tables (continued)**

| OPERATOR: Screed                        | $13.05   | 0.00  |

_Hurricane Protection Terminal 1, 2 and 3_
OPERATOR: Tractor $ 9.91 0.00
OPERATOR: Trencher $ 11.75 0.00
PAINTER: Roller, Includes Drywall Finishing/Taping $ 13.25 3.45
PIPEFITTER, Excludes HVAC Pipe Installation $ 17.85 2.54
PLASTERER $ 18.25 0.00
ROOFER (Installation of Metal Roofs Only) $ 22.49 0.00
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs) $ 13.59 0.00
TILE SETTER $ 14.45 0.00
TRUCK DRIVER: Dump Truck $ 10.00 0.00
TRUCK DRIVER: Lowboy Truck $ 13.78 0.00
TRUCK DRIVER: 3 Axle Truck $ 10.50 0.80

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

Hurricane Protection Terminal 1, 2 and 3
An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana, 2004 is the year of the survey, and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

00924. CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS:

Bid/Contract No.__________________

Hurricane Protection Terminal 1, 2 and 3

-170-
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 255.735, 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:

   Subcontractor       Date of disputed       Amount in
   name and address    invoice       dispute

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

Dated ________________________ 20__________

Contractor

By __________________________________________
   (Signature)

By __________________________________________
   (Name and Title)
00924. CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS:

Bid/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 255.735, Florida Statutes.

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

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

Dated _____________, 20__

Contractor
By ______________________________
(Signature)
By ______________________________
(Name and Title)
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS
(Continued)

STATE OF ______________________
COUNTY OF ________________

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

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

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

:(Serial number, if any)

My commission expires
(NOTARY SEAL)
00925. CERTIFICATE OF SUBSTANTIAL COMPLETION:

BID/CONTRACT NUMBER: ________________________

PROJECT NAME: ____________________________________________

CONSULTANT: ______________________________________________

(name, address)

TO (County): CONTRACTOR: _____________________________

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:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

Substantial Completion: That date, as certified in writing by Consultant and as finally determined by CA in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the CA) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

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 __________________ Signature __________________ Printed Name __________________

Hurricane Protection Terminal 1, 2 and 3
In accordance with Section 2.2 of the Contract, CONTRACTOR will complete or correct the work on the list of items attached hereto within ______________ from the above Date of Substantial Completion.

CONTRACTOR __________________________ Signature __________________________ DATE __________

COUNTY, through the CA, 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 Contract Administrator DATE __________

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

Hurricane Protection Terminal 1, 2 and 3

-175-
FINAL CERTIFICATE OF PAYMENT:

BID/CONTRACT NUMBER: ___________________________

PROJECT NAME: __________________________________

CONSULTANT: _____________________________________ (name, address)

TO (County) CONTRACTOR: _________________________

NOTICE TO PROCEED DATE: _______________________

DATE OF ISSUANCE: _______________________________

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

CONSULTANT ___________________________ DATE

COUNTY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at

__________________________________________
(time)

__________________________________________
(date)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By CA ___________________________ DATE

Hurricane Protection Terminal 1, 2 and 3 -176-
FORM OF FINAL RECEIPT:
[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. ____________________________

Received this ______ day of __________________________, 20____, from Broward County, the sum of ____________________________ Dollars ($__________) as full and final payment to CONTRACTOR for all work and materials for the Project described as:

________________________________________________________________________

This sum includes full and final payment for all extra work and material and all incidentals.

CONTRACTOR hereby indemnifies and releases Broward County from all liens and claims whatsoever arising out of the Contract and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to COUNTY.

CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated, sign below.]

CONTRACTOR

ATTEST:

Name

Secretary

Signed
By________________________

Printed Name/Title

(CORPORATE SEAL)

Date: ____________________________

Hurricane Protection Terminal 1, 2 and 3
[If not incorporated, sign below.]

CONTRACTOR

WITNESSES:

____________________________________

(Printed Name/Title)

Signed
By

_______________________________

Date:

_______________________________

Hurricane Protection Terminal 1, 2 and 3
<table>
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<th>Drawing Title</th>
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<td>Abbreviations, Legends, Symbols and Notes</td>
<td>02/29/2012</td>
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<td>M.O.T. and Phasing Plans</td>
<td>02/29/2012</td>
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<td>Structural Notes and Legends</td>
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<td>S-3.1</td>
<td>Terminal 3 Partial Plan</td>
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Hurricane Protection Terminal 1, 2 and 3
01000. ADDENDA AND MODIFICATIONS:

All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents.
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
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<tr>
<td>DIVISION 1 - GENERAL REQUIREMENTS</td>
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<td>01010</td>
<td>Summary of Work</td>
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<td>Cutting and Patching</td>
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<td>Reference Standards and Definitions</td>
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<td>01110</td>
<td>Airport Project Procedures</td>
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<td>01250</td>
<td>RFI, SI and FO Request for Information, Supplemental Information and Field Orders</td>
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<tr>
<td>01313</td>
<td>Construction Scheduling Management System</td>
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<tr>
<td>01315</td>
<td>Progress Schedules (Computerized CONTRACTOR)</td>
</tr>
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<td>Shop Drawings, Product Data and Samples</td>
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<td>Schedule of Values</td>
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<td>Construction Safety Plan and Security Requirements</td>
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<td>Construction Cleaning</td>
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<td>Material and Equipment</td>
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<td>Substitutions and Product Options</td>
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<td>Project Closeout</td>
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<td>13060</td>
<td>Flexible Wind Abatement System</td>
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EXHIBIT A: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

(THE FORM SHOULD BE SUBMITTED WITH BID,
BUT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF COUNTY REQUEST)

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual;

2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers' compensation and employer's liability insurance, commercial general liability insurance, excess liability insurance, builder's risk insurance, U.S. Longshoremen & Harbor Workers' act, Jones Act and contractor's pollution liability insurance;

3. The vendor has removed from its' bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor's costs to provide the insurance coverages provided under the OCIP.

4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers' compensation, and employer's liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements;

5. The vendor acknowledges and understands that County, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor's own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

6. The vendor acknowledges and agrees that County, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither County, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
EXHIBIT A: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION (CONTINUED)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of July, 2013, by

John DiPompeo Jr.,
President

(DiPompeo Construction Corp.)

as

(Name of person whose signature is being notarized)

(Name of Corporation/Company)

as identification, and who did/did not take an oath.

(TYPE OF IDENTIFICATION)

NOTARY PUBLIC:

Dawn M. Moody

(Signature)

(Dawn M. Moody)

(Print Name)

My commission expires:

Hurricane Protection Terminal 1, 2 and 3
EXHIBIT B
EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at www.uscis.gov, and click on the E-Verify Homepage Link on the right side of the page.

The County has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adoption of the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

1. Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the County.
3. Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County’s request.
4. Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
5. Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
6. Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County’s request.

[Signature]

[Print Vendor Name]

Hurricane Protection Terminal 1, 2 and 3 -186-
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of July, 2013.

By John DiPompeo Jr.
(Name of person whose signature is being notarized)

As President of DiPompeo Const. Corp.
(Title)

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

A                            as identification, and who did did not take an oath.
(Type of identification)

NOTARY PUBLIC

(Dawn M Moody)
(Signature)

(Dawn M Moody)
(Print Name)

My commission expires:

Notary Public State of Florida
Dawn M Moody
My Commission EE 843211
Expires 10/24/2018

Hurricane Protection Terminal 1, 2 and 3

-187-
EXHIBIT C

SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE COMPLETED SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE
DEEMED RESPONSIBLE.
The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135,
Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in
Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy
Sector List; and

b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not
listed on either the Scrutinized Companies with Activities in Sudan List or on the
Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the
COUNTY in writing if any of its principals are placed on the Scrutinized Companies with
Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List.

Authorized Signature

John D. Pompei, President

(Print Name and Title)

Di Pompei Construction Corp.

(Name of Firm)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of July
2013, by John D. Pompei, (name of person whose signature is being
notarized) as President (title) of Di Pompei Const. Corp (name
of corporation/entity), known to me to be the person described herein, or who produced
(type of identification) as identification, and who did/did not
take an oath.
NOTARY PUBLIC:

Dawn M Moody

(Signature)

(Day M Moody)

(Print name)

Hurricane Protection Terminal 1, 2 and 3

-188-
ATTENTION ALL POTENTIAL BIDDERS:

This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in strikethrough type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date has been revised as follows: **Wednesday, April 11, 2012** at 2:00 p.m. Location remains the same.

2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is fourteen (14) calendar days prior to the Bid Opening Date as stated in Section 00300 Instructions to Bidders, Item 2.

3. Refer to project specifications Section 13060 Flexible Wind Abatement System, 1.4 Performance Requirements, Paragraph B the fourth sentence to reads:

   "Video in DVD format should be submitted with bid showing deployment based on a 14'x14' size opening in either a roll down/roll up operation or a horizontal slide operation.

   **Revised to read:**

   "Video in DVD format should be submitted with bid however, must be submitted within 5 business days of the County's request showing deployment based on a minimum 14'x14' size opening in either a roll down/roll up operation or a horizontal slide operation. **Visual graphic verification of the dimensions of the opening must be included in the video along with the manufacturer's name. The action in the video must be continuous with no stop action gaps or editing evidenced. This applies to each individual operation.**

4. Refer to RCC Project drawings Sheet A2.01, "Note" in lower left hand corner. Change second note to read "**Existing decorative first floor grille to be removed and returned to County. Typical at south face of garage only.**"
REQUEST FOR INFORMATION:

1. Question: Per Section 13060 "Flexible Wind Abatement System" 1.2 System Description section B. The specification calls for compliance to the 2007 FBC. March 15, 2012, the 2010 FBC came into effect. Will the 2010 code change make changes to the requirements?

   Answer: NO

2. Question: Per Section 13060 "Flexible Wind Abatement System" 1.2 System Description section B. A building permit does not seem to be obtainable with the current design for hurricane protection for Terminals 1, 2, or 3 or the RCC with any existing products using a Miami-Dade NOA or HVHZ Florida Product Approval. Because the design calls for polypropylene flexible wind abatement screens to be permanently mounted above or adjacent many of the openings, Miami-Dade Product Control Division requires permanent wind abatement systems to meet the plastics requirements for use inside the HVHZ. (See 2007 or 2010 Florida Building Code Building, Chapter 26 section 2612.2). No current NOA or HVHZ wind abatement systems utilizing polypropylene materials and other elements of the Design Requirements meet the plastic requirements of the HVHZ for permanent mounting; the screens must therefore be completely removed from the structure when not in use during a wind storm event. How can this be resolved?

   Answer: Refer to project specifications Section 13060 Flexible Wind Abatement System, 1.2 System Description, and Paragraph B. As a clarification to the Miami-Dade NOA requirement for such products to be utilized in the HVHZ add the following statement: "All such products proposed to be used, in addition to having a required Miami-Dade Notice of Acceptance, shall meet the requirements of Miami-Dade Checklist #0445 for Approval of: Plastic and Foam Plastic so as to allow such proposed product to be permanently mounted on a building structure."

3. Question: Per Section 13060 "Flexible Wind Abatement System" 1.4 Performance Requirements. If the plastics issue is not resolved, the screens will be required to be removed from the structure and stored elsewhere making a 10 man minute deployment unachievable. How can this be resolved?

   Answer: Refer to answer in Question No. 2 above.

4. To allow the project to move forward, it may be possible that the NOA and/or HVHZ requirements for the polypropylene screens be removed and substituted with a requirement for site-specific engineering to meet the requirements of the project and that the site-specific engineering be pre-approved by the local building authority prior to bidding. (remainder deleted for brevity)

   Answer: Requirements for the projects remain unchanged.

5. These steps can be achieved by adding a reasonable 60-90 day extension to the current bid due date. This will allow companies able to meet the supplier requirements, aside from above issues, sufficient time to evaluate the project design specifications and generate the required site specific engineering to resolve the above issues and any others as required. The time delay will still allow a timely completion date for the project.

Addendum Form 3
02/23/2012
Answer: Refer to answer in Question No. 4 above.

6. Question: In regards to the roll up screen mounting method, are you looking for the screen to roll up into a hood or simply roll up at the top?

Answer: Refer to Project Specification Section 13060, 1.2, Paragraph A, System Description.

7. Question: Has it been thought out how the screens will be secured at the top when they are not fully deployed?

Answer: This would be determined by manufacturer's product development engineering and resulting Miami-Dade Notice of Acceptance.

8. Question: In lieu of a crank handle, will a rope and pulley system for the screens be allowed?

Answer: NO

9. Question: The design appears to be a combination of our series 500 (Strap and Buckle) and Series 700 (Rolling Screen) products. Was there a manufacture specified for this project and have they combined both of the products as detailed on the drawings?

Answer: There has been no manufacturer specified and therefore an answer to the second question in the above sentence is not applicable.

10. Question: Once the project is awarded, will access be allowed to the facility to take field measurements for the areas? Especially the areas in which there are notch outs for existing poles that will be penetrated through screens.

Answer: Yes after security clearance and SIDA Badging has been acquired.

11. Question: In regards to work hours for the project, please confirm if the hours 10PM to 5AM shown on A1.01MOT plan will be the working hours for both Rental Car Center & Terminal work.

Answer: M.O.T. Note No. 1 of RCC project states that "All work on the south elevation may be performed at any time and shall be coordinated with BCAD at least 72 hours in advance." Work performed in the terminals can only be between the hours of 10 PM and 5 AM, however, airline station managers must be coordinated with.

12. Question: Davis Bacon wages are only REQUIRED for the Terminals (bid pack 3619) we can offer a savings as VE on the RCC (bid pack 3658) for not using Davis Bacon wages and this would be acceptable?

Answer: No, entire project must adhere to the Davis Bacon Act requirements.
13. Question: The 5 million dollar auto liability for vehicle insurance for use on the terminals (Airport) can be submitted after award of the project?

Answer: Yes, the award is made on a contingency basis and the certificate of insurance will be required within 15 calendar days from the County's request.

14. Question: The insurance documents state within ten days of mobilization and within ten days of renewal, change or replacement of coverage. Neither of the forms in section 8 of the OCIP manual the 5,000,000 auto liability and the insurance forms are different from that in the specifications shown on page 79.

Answer: To clarify the Automobile Liability coverage is not covered by OCIP. In accordance with Section 7.2.1 Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, truck, 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 airdside at the County's Airport.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: DIPOMEFO CONSTRUCTION CORPORATION
PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

Hurricane Protection Terminals 1, 2 and 3, Bid Pack CIP No. 3619
and
Rental Car Center, Bid Pack CIP No. 3658

ADDENDUM NO. 2

DATE OF ADDENDUM: April 6, 2012

ATTENTION ALL POTENTIAL BIDDERS:

SHOULD ADDENDUM. Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:
Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date has been revised as follows: Wednesday, April 18, 2012 at 2:00 p.m. Location remains the same.

2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is 4:30 pm on Tuesday, April 10, 2012. In order maintain the project schedule, for this bid only, the last Addendum will be issued on April 11, 2012.

REQUEST FOR INFORMATION:

Question: Will two separate pay applications still be required as stated in the pre bid – now both with certified payrolls to ensure compliance with Davis Bacon for each project? (one application for the DOL on the terminals and the other for the county's records for compliance/verification on the RCC)

Answer: Yes, two separate pay applications will be required in order to comply with funding requirements.

Question: At Terminal 3 opening number North G-F seems to be the type that would require fabricated steel, however sheet S4.3 detail 22 steel is not shown. Please clarify whether or not this opening requires the fabricated steel.

Answer: At this location, a steel tube will be required. The size of the steel tube is 8x6x1/4 and the end connections are similar to that shown on 11/S4.2. The kickers shown on 11/S4.2 are not required.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: DiPompeo Construction Corporation

Addendum Form 3
02/23/2012
Attention all potential bidders:

This Addendum is for clarification purposes. This Addendum should be acknowledged on the Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, April 18, 2012 at 2:00 p.m.

Request for information:

Question: On terminals 1, 2, and 3 drawings, please verify per notes on A8.01 that only 4 column bases are shown to be cut out per details on A9.01. Per our recollection of the airside, this seems to be a misprint.

- Answer: The conditions represented in the referenced details remain unchanged, however, it shall be the general contractor's responsibility to determine the required dimensions of the modifications to be made to the concrete curbs at columns based on the physical requirements of the product selected by the general contractor for use.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: DiPompeo Construction Corporation
State of Florida
CGC License

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The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 469 FS.
Expiry Date: AUG 31, 2012

DI POMPEO CONSTRUCTION CORP
DI POMPEO CONSTRUCTION CORP
2301 NW 33RD CT UNIT #102
POMPANO BEACH FL 33069

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

DBA:  Bueintll
Business Name: DIPOMPEO CONSTRUCTION CORP
Receipt #: 180-5816
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: JOHN DIPOMPBO JR/QUAL
Business Location: 2301 NW 33 CT 102
POMPANO BEACH
Business Phone: 954-917-5252

Rooms  Seats  Employees  Machines  Professionals

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THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
JOHN DIPOMPBO JR/QUAL
2301 NW 33 CT #102
POMPANO BEACH, FL 33069

Receipt #13B-10-00007155
Paid 09/07/2011 27.00

2011 - 2012
Company Information
Alco Construction Corp.

43 Pompano Parkway Pompano Beach, FL 33069

County: Broward
Contact: Michael Rhett
Phone: 954-534-6445
Fax: 954-676-5333
E-mail: alcoconstruction01@gmail.com
Web site:

Certification(s): CBE SBE
Certification(s) End: 5/4/2012
Types: Construction Services

Specialties:
Build
General Contractor
Remodeling
Repair

Mailing Address:
43 Pompano Parkway
Pompano Beach, FL 33069

Broward County Vendor: Yes
Vendor Numbers: VC0000115573
File Numbers:

Description:

Terms of Use • Contact Us

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- **EFFECTIVE DATE**: OCTOBER 1
- **EXPIRATION DATE**: SEPTEMBER 30

**NOTICE**: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.
Construction Quality Control Plan

Hurricane Protection for Terminal 1, 2, 3, and RCC Building

DiPompeo Construction

April 2012
Hurricane Curtain production and installation

1. INTRODUCTION

This Construction Quality Control Plan (CQCP) will be implemented to ensure construction procedures are performed in compliance with the plans and specifications under the contract. This CQCP will provide a means to maintain effective quality control at Terminals 1, 2, 3 and DCC building (the Site). The quality control measures as presented herein include quality control organization; methods of performing, documenting, and enforcing quality control operations of both DiPompeo and its subcontractors (including inspection and testing (that may or may not apply); inspections to be performed; and protocol describing corrective actions if necessary.

Overall management of the CQCP will be the responsibility of DiPompeo's Quality Control Manager (QCM). The QCM will have the authority to act in all construction quality control CQC matters and will be responsible for ensuring that all materials and work comply with the contract specifications.

2. SITE DESCRIPTION

The project site is located at Hollywood/Ft. Lauderdale Airport, Fort Lauderdale, Florida. Site are DCC building, Terminals 1, 2 and 3.

3. PROJECT ORGANIZATION

DiPompeo's key personnel assigned to this project will possess a broad range of remedial action experience and skills. They will have experience dealing, and be familiar with requirements of day-to-day work under this contract.

The functional responsibilities of key technical personnel are summarized as follows.

3.1 HOME OFFICE PERSONNEL

President and Chief Executive Officer

DiPompeo's President and Chief Executive Officer (CEO) will ultimately be responsible for the project's success. He will provide the required resources to ensure that the project is successfully executed. He will be kept informed of the project's progress and maintain that the project is meeting its goals. The President and CEO will resolve problems that cannot be resolved by the On-site Project Manager.

Safety Manager

Regarding safety and occupational health, DiPompeo will:
• Maintain overall Site safety for the project.
• Be responsible for assigning Site Safety responsibilities.
• Ensure that all activities are carried out in compliance with the site specific Safety Plan.

DiPompeo's Safety Manager will be responsible for the preparation, implementation, and enforcement of the site-specific Safety Plan. He will observe the administration of this plan, and make any necessary modifications to the program.
3.2 FIELD PERSONNEL

On-site Project Manager

DiPompeo's On-site Project Manager, will be the primary contact person at the site with whom owner’s representatives will interact with on a daily basis under this contract.

DiPompeo's On-site Project Manager will ensure that:

- Appropriate resources are allocated to the project.
- All tasks are conducted in accordance with the site safety and project specifications.

DiPompeo's field personnel will rely on home office support throughout the course of the project. DiPompeo's on-site Project Manager will become and remain personally involved until each problem is resolved and appropriate corrective measures are implemented. They will typically communicate at least once daily on the progress of the project. The Project Manager will be present on the jobsite, to ensure that the project is progressing as scheduled.

The On-site Project Manager is responsible for implementation and support of DiPompeo’s CQCP and will oversee all aspects of work under this contract for remediation at the site, including:

- Qualified Contractor and subcontractor resources are assigned to the project and balanced to ensure jobs are aligned with project needs.
- The Site is maintained and secure.
- All tasks are carried out safely and in compliance with the project specifications.

His responsibilities include:

- Contractor coordination.
- Acting as site liaison between the Contractor and Owner.
- Maintaining charge of all field operations.

Quality Control Manager (QCM)

The Quality Control Manager (if different than on-site PM) will report directly to the On-site Project Manager with matters concerning quality control. He will have both the authority and the duty to halt any operation appearing to be out of compliance with contract specifications.

The QCM is responsible for keeping and maintaining all records related to personnel, supplies, equipment use.

His function will be to ensure compliance with the contract plans and specifications.

QCM responsibilities will include:

- Performing and documenting field inspections.
- Preparing daily Quality Control Reports.
- Scheduling, reviewing, certifying, and managing project submittals.
- Maintaining the Submittal Register.
- Providing coordination of required quality control testing, reviewing results, and submitting.
- Coordinating, documenting, and tracking preparatory, initial, and follow-up inspections.
- Tracking construction deficiencies and ensuring timely corrective action.
- Serving as main point of contact at the site for Owner’s questions and discussions on quality and technical issues.
Site Safety Manager

The Site Safety Manager will be responsible for the implementation of the approved Site Safety Plan, including conducting required safety inspections, safety briefings, and reports of safety-related activities.

Superintendent

The project Superintendent will be responsible for supervising all field activities. His duties will include supervision of the craft labor (equipment operators, truck drivers, and laborers), technical staff, and all subcontractors.

4. QUALITY CONTROL METHODS

The CQCP will be implemented in order to ensure compliance with the specifications for remedial action construction as detailed in the contract specifications.

Quality control measures will extend to; staffing; types of material and equipment to be used; and methods of performing, documenting, and enforcing quality control operations of both the Contractor and subcontractors (including inspection and testing).

The QCM will be responsible for ensuring that all materials and work comply with the contract specifications.

4.1 IMPLEMENTATION

The QCM will be responsible for implementing the CQC Plan by ensuring that quality materials and supplies are provided for the proposed project, and that good workmanship is provided in all aspects of this contract. The QCM will report directly to the On-site Project Manager and will complete site inspections to ensure compliance with the quality control specifications.

4.2 DOCUMENTING

The QCM will record project activities in a daily quality control report maintained on site at all times. All site activities, site inspections, will be recorded on a daily basis, along with any unacceptable site occurrences or deficiencies and their associated corrective actions.

5. INSPECTIONS

To ensure that all construction and remedial activities comply with the project specifications, the QCM will complete, in conjunction with the subcontractors, three phases of site inspections for each feature of work. These inspections will include the following:

PHASE 1 - PREPARATORY INSPECTION

Preparatory inspections will be performed prior to beginning work on any definable feature of the project and will include:

- Review of submittal requirements and all other Contract requirements with the performance of the work;
- Examine the work area to ascertain that all preliminary work has been completed;
- Verify all field dimensions;
- Perform a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all required materials and/or equipment are on hand and comply with the Contract requirements.

Subsequent to the preparatory inspection and prior to commencement of work, the Contractor shall instruct each applicable worker on the level of workmanship required to meet contract specifications.
PHASE II - INITIAL INSPECTIONS

Initial phase inspections will be performed as soon as a representative portion of the particular feature of work has been accomplished. Initial inspections include, but are not limited to, examination of the quality of workmanship; and identification of defective or damaged materials, omissions, and dimensional requirements.

PHASE III - FOLLOW-UP INSPECTIONS

Follow-up inspections will be performed daily as work progresses to ensure continuing compliance with contract requirements, until completion of the particular feature of work.

6. INSPECTION PROCEDURES

DiPompeo’s on site PM will schedule timely required inspection to verify the compliance.

7. SUBMITTALS

The QCM will follow procedures outlined in the contract documents concerning submittals.

The QCM will review submittals prior to their submittal to Owner’s representative. This includes reviews of materials and suppliers’ catalog cuts, as well as subcontractor submittals.

8. DOCUMENTATION

All inspection/testing results will be recorded on the daily quality control report. Information recorded on the daily quality control report will include:

- Type of work that was addressed.
- Description of trades working on the project.
- Numbers of personnel.
- Weather conditions.
- Types and numbers of tests performed.
- Results of testing.
- Nature of defects or cause for rejection.
- Proposed corrective action(s).

Through application of CQCP, DiPompeo will ensure that Site Safety requirements are implemented and all fabricated/supplied materials, and work to install them will be in full compliance with the contract specifications.
Monday April 16, 2012

RE: Armor Screen Quality Control of Fabrication and Installation

Armor Screen ensures all screens are fabricated and quality controlled by going through the following steps:

- Armor Screen hardware is installed first by trained personnel.
- Field measurements are taken based on the installed hardware.
- Computer Fabrication sheets are made from field measure sheets.
- Armor Screens are fabricated including all attachment points.
- Fabricated screens are cross referenced with fabrication drawings and field measurement sheets.
- Screens are sewn and any necessary rub patch is added.
- Sewn screens are crossed referenced with fabrication drawings and field measurement sheets.
- An Armor Screen authorized representative will inspect all hardware and screens for proper installation and fit throughout the course of the project and prior to final inspection and owner acceptance.
- All Screens are deployed and tested prior to owner acceptance.
NOTICE OF ACCEPTANCE (NOA)

Scope:
This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed by Miami-Dade County Product Control Division and accepted by the Board of Rules and Appeals (BORA) to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Division (in Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. BORA reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Division that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the High Velocity Hurricane Zone of the Florida Building Code.

Description: “Armor Screen Series 2000” Flexible Wind Abatement System

Approval Document: Drawing No. AS-001, titled “Armor Screen Series 2000 Flexible Wind Abatement/Impact Protection System”, sheets 1 through 8 of 8, prepared, signed and sealed by Thomas M. Kelaher, P.E., last revision dated November 25, 2003, bearing the Miami-Dade County Product Control Renewal stamp with the Notice of Acceptance number and the expiration date by the Miami-Dade County Product Control Division.

Missile Impact Rating: Large and Small Missile Impact

Labeling: Each screen shall bear a permanent label with the manufacturer’s name or logo, city, state, and the following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

Renewal of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

Termination of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

Advertisement: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

Inspection: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA # 07-0424.04 and consists of this page 1, evidence submitted pages E-1 & E-2 as well as approval document mentioned above.

The submitted documentation was reviewed by Helmy A. Makar, P.E., M.S.

NOA No. 08-1608.03
Expiration Date: 01/07/2014
Approval Date: 11/13/2008
GENERAL NOTES:

This wind abatement/impact protection system is designed and tested to comply with the high velocity hurricane zone of the 2001 Florida Building Code.

Armor Screen is a flexible wind abatement and impact protection system utilizing a woven monofilament geotextile that fulfills the 2001 Florida Building Code requirement for opening protection.

Geosynthetic hurricane screen: The hurricane screen shall be produced from a polypropylene, woven monofilament geotextile fabric with individual filaments woven into a basket weave network and calendared such that the filaments retain dimensional stability relative to each other. The woven monofilament geotextile fabric shall have the following minimum average roll values:

- **Grab Tensile Strength**: (ASTM D4632) 425 x 325 LBS
- **Puncture Strength**: (ASTM D4833) 130 LBS
- **Mullen Burst**: (ASTM D3796) 675 PSI
- **Trapezoidal Tear**: (ASTM D4533) 150 x 125 LBS
- **Wide Width Tensile Strength**: (ASTM D4595) 225 x 205 LBS/IN
- **Wide Width Elongation**: (ASTM D4595) 22 x 21 %
- **Apparent Opening Size**: 30 US STD SIEVE.
- **Percentage of Open Area**: 5 %

Barrier can be mounted with opposing primary anchored perimeters in vertical, horizontal or any alignment appropriate to the structure being protected.

Screen unable to return should extend past protected opening by distance equal to minimum required deflection.

Design loads calculated to ASCE 7-98 as required by the prevailing building code.

Product marking - a label shall be affixed to the barrier with the following statement:

"Armor Screen Corporation, Riviera Beach, Florida Miami-Dade County Product Control Approved"

ALL GEOSYNTHETIC HURRICANE SCREEN ASSEMBLY INSTALLATION DETAILS DEPICTED WITHIN THESE DRAWINGS ARE TYPICAL FOR THE INSTALLATION OF THIS WIND ABATEMENT AND IMPACT PROTECTION SYSTEM ONLY. ALL OTHER BUILDING COMPONENTS SHOWN HEREIN ARE DEPICTED AS EXISTING, AND NOT CONSTRUCTED BY THE SCREEN COMPANY.
<table>
<thead>
<tr>
<th>Span in feet</th>
<th>Deflection in inches</th>
<th>Design Pressure</th>
<th>Anchor Choices</th>
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<td></td>
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<td>1' O/C</td>
<td>2' O/C</td>
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<td>24'</td>
<td>24.5'</td>
<td>48.00</td>
<td>24.00</td>
</tr>
</tbody>
</table>
EXISTING VR ROOF TRUSS ES AT 24" O.C. CAPABLE OF SUPPORTING 2200# VERTICAL LOADS.
TRUSS GLENT PLATE 3/8" or 1/2" SEE TABLE 1
ALTERNATE ANCHORING LAG, TURNED EYE OR PLAIN LDT.
TRACK REMOVABLE LAG (AS-0018, AS-0019)
INSTALLED VERTICALLY ONLY INTO THE TRUSS MEMBER WITH 3/4" MIN. EDGE DISTANCE.

PRODUCT RENEWED

IN CONFORMING WITH THE FLORIDA BUILDING CODE
APPROVAL NO. 07-0424-04
SUBMITTED DATE: 8/1/07
FINAL APPROVAL DATE: 8/19/07

H. W. KELLS
Florida Building Commission
Division

CONCRETE FOUNDING 3/8" or 1/2" DROP-IN ANCHORS
SEE SHEET 1 ANCHOR SPECS.

TYPICAL ONE STORY ASSEMBLY INSTALLATION

CONCRETE SLAB 6" MIN. THICKNESS (3000 PSI Min.)

ALTERNATE ASSEMBLY INSTALLATION AT EXTERIOR SLAB

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2003 ARMOR SCREEN CORPORATION

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DRAWN BY: T.G. 10-22-01
SCALE: N1 SCALE

Dwg No: AS-001
Sheet No: 3 OF 7
<table>
<thead>
<tr>
<th>SPAN</th>
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<td>98</td>
<td>60</td>
<td>135</td>
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<td>DEFLECTION</td>
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<td>6.7&quot;</td>
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<td>16&quot;</td>
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<tr>
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<td>ALUM. TUBE</td>
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<tr>
<td>2&quot;x6&quot;x1/8&quot;</td>
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<tr>
<td>SYP 4&quot;x8&quot;</td>
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<td></td>
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<td>X</td>
</tr>
</tbody>
</table>

- Deflection: achieved by one or more storm bars and may be increased with blocking.
- Alum. tube to be type 6061-T6.
- Anchor ends with 5/16" x 1-1/2" tapcon min. or with alum. MTD bracket and 2-1/4"x1-1/2" tapcon.
- Subject to rational analysis.

Porch installation with stabilizer 180 sq. in.
Typical of wall anchors

3000 PSI Concrete Structural Member

CONCRETE FOOTING

MIN CLEARANCE SEE TABLE 1 (MEASURED AT MID-SPAN OF SCREEN)

FOR ANCHOR INSTALLATION

MOUNT AT LEAST MIN.
EDGE DISTANCE AND FULL
CAPACITY SPACING FROM
HANDRAIL ANCHORS

BALCONY SCREEN

ALTERNATE ASSEMBLY INSTALLATION

CLOSED ON SIDES AND
BOTTOM ANCHORED AT LOWER CORNERS

WINDOW SCREEN

2003 © ARMOR SCREEN CORPORATION

REVISIONS

OCTOBER 22, 2001
August 27, 2003
November 25, 2003

PRODUCT DEIGNED

PRODUCT REVIEWED

PRODUCED BY:

FLEXIBLE WIND ABATION / IMPACT PROTECTION SYSTEM
200 N. Congress Ave. Rees, FL 33401

Drawn by: T.G., 10-22-01

Scale: NO SCALE

Dwg. No. AS-001
Sheet No. 5 of 8
NOTE: SCREENS MAY BE GROMMETED.

TRACK DETAIL

INSIDE MOUNT CEILING

WALL MOUNT

INSIDE MOUNT FLOOR

2003 © ARMOR SCREEN CORPORATION
D-RING CARRIERS (AS-5214)
SPRING CLIPS (H-5100)
3/8" KEYHOLE CLIPS (AS9138)
1/2" KEYHOLE CLIPS (AS9112)
5/16" TAPCONS (FT1556)
3/8" TAPCONS (FT1538)
1/2" TAPCONS (FT1512)
3/8" LAG ANCHOR (AS9038S)
3/8" BOLT (B1538S)
1/2" LAG ANCHOR (AS9112S)
1/2" BOLT (B15102S)

IMAGES ARE REPRESENTATIVE AND NOT TO SCALE
Professional Experience:

Present:
Di Pompeo Construction Corporation
Pompano Beach, Florida
(1995 to Present)
Supervises/coordinates subcontractors and handles owner / principal concerns, reviews shop drawings, schedules updates and pre-plans future activities with Project Manager. Jon has 28 years of field experience through all phases of total construction. He has worked on schools, parks, water parks & community centers ranging from $750,000 to $5.5 million and from 6,000 SF to 40,000 SF.

Past:
Number of years with other firms: 24 years
F & L Construction, Inc.
Hialeah, Florida
Superintendent
Duties included day to day activities at several job sites, responsible for personnel on-time performance communications with architects and DCPS project managers. Supervised entire construction including direct supervision of electrical work, civil work, and fire alarm and security systems. Personally layed out sites and supervised the completion of all sites through punch-out.

KLK Builders
Davie, Florida
Superintendent
Responsibilities included every day operations of the firm including cost control and management.

Jon Shambos
Vice President
General Superintendent
LEED AP

Miller Construction,
Ft. Lauderdale, Florida
Superintendent
Duties included the construction of interiors of banks and office space.

Toro Engineering,
Pompano Beach, Florida
Superintendent
Duties include running job from ground up through punch-out.

Noteworthy Projects:
• Palmview Elementary School - Pompano Beach
• Mullins Park Design/ Build Maintenance Facility - City of Coral Springs
• Seminole Palms Water Park - Palm Beach County
• Parkway Elementary - Miami Dade County
• Golden Glades Elementary - Miami Dade County
• Pine Villa Elementary - Miami Dade County
• OpaLocka Elementary - Miami Dade County
• The City of North Miami Beach - Miami Dade County
• Miami Dade Community College
• Palm Beach Central Fire Station - Palm Beach County
• West Palm Beach Drivers License - West Palm Beach
• South Florida Water Management
• Public Park Zone 1 - City of Plantation

Certificates
LEED Accredited Professional
GREEN BUILDING CERTIFICATION INSTITUTE
HEREBY CERTIFIES THAT

Jon Shambo

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

December 2, 2008

Peter Templeton, President
Professional Experience:

Present:
Di Pompeo Construction Corporation
Pompano Beach, Florida
(2010 to Present)
Project Manager/Superintendent for
Southwest Miami High School

Past:
Number of years with other firms: 38 years
Residence: Oakland Park

Pirtle Construction Company
Davie, Florida
- Western HS Classroom Addition & Mini-Gym, Cooper City, FL
  Mini-Gym and Classroom Addition 92,000 SF, $26,604,849
- Coral Glades High School, Coral Springs, FL
  New Construction 220,000 SF, $28,277,331
- Aventura Waterways K-8 School, Aventura, FL
  New Construction, 162,000 SF, $36,313,408
- Arch Creek Elem. School & N. Miami Middle School, North Miami, FL
  New Construction, 186,000 SF, $34,233,084
- Monarch Middle School, Coconut Creek, FL
  New Construction, 220,000 SF, $27,476,462
- Broward College Bldg 7 Remodeling of Science Lab, Davie, FL
  Renovations & Additions, 52,000 SF, $8,028,274

Hewett-Kier Construction Company
Pompano Beach, Florida
- Sugar Sand Park, Phase III, Boca Raton, FL
  New Construction, 40 acres pavilions & recreational equipment 110,000 SF $75,000,000
- US Customs Facility, US Treasury Dept, Homestead, FL
  New Construction, 120,000 SF, $9,000,000
  Renovation of various buildings, 95,000 SF, $9,000,000
- Helicopter Hanger & Administrative Facility, Pensacola, FL
  New Construction, 160,000 SF, $11,000,000
- US Navy Barracks Renovation, Key West, FL
  Renovations, 150,000 SF, $11,000,000
- Monroe County Government Building, Key West, FL
  Renovation, 40,000 SF, $4,200,000

Education
Miami-Dade College

Key Skills
Construction/Demolition Projects
Infrastructure Improvement Projects
Environmental Remediation Projects
Site Safety/OSHA Compliance
QA/QC/Field Engineering
Change Order Management
Budgeting & Cost Controls

Certificates
Storm Water Management Inspector
OSHA Certified – 30 Hours
ACI Certified Tilt-Wall Supervisor
Professional Experience:

Present:
Di Pompeo Construction Corp.
Pompano Beach, Florida
(2008 to Present)
Superintendent
Overseeing the construction of the Fire Station #29 in Fort Lauderdale ($2.8 Million)

Past: Number of years with other firms: 17 years
Residence: Hollywood, Florida

Altman Contractors
Boca Raton, Florida
(2006-2008)
Superintendent
$24 million dollar 90 unit Delray Beach Condominium project. Conducted weekly staff/subcontractors meeting. Managed four area superintendents. Reduced Sprinkler contract by $42,000. Saved over $18,000 building trash chutes, eliminating rental fees.

D. H. Griffin Construction
North Carolina
(2005-2006)
Superintendent
$32 million North Miami 192 unit Condominium project. Identified Architectural/Structural drawings discrepancies. Roof truss install innovation to prevent P.T. cable breakage. Reduced concrete installation from 21 to 16 days.

Turner Construction
Miami, Florida
(2002-2005)
Superintendent
$23 million South Miami Hospital and Parking Garage project. Discovered the surveyor error saving $100,000. Updated the Primavera schedule quarterly. Saved $30,000 by keeping a close eye on the budget.

Soares Da Costa
Miami, Florida
(2002-2002)
MEP Superintendent
Everglades High School 375,000 SF building $44 million project (State School III). Responsible for all electrical, mechanical and plumbing work. Solved issues with masonry work and fire dampers, spray fireproofing and metal deck inspections. Inspected tilt wall panels, rebar and blockouts for MEP openings, framing. Scheduled all trade master inspections.

Pirtle Construction
Davie, Florida
Superintendent
-$3 million Driftwood Community Center city park project Finished on time and with $20,000 dollars in savings. -$3 million Pompano State Farmers Market office building. Project completed on time and under budget. Gave back $27,000 shared savings to the Owner. 
-$5 million North West Regional Library project. Assisted Project Manager in scheduling day to day activities.

Rockland Construction
Davie, Florida
Superintendent
-$4 million Palm Beach Sheriffs Office and Maintenance Facility project. Supervised 20 acre site, creating 2 large lakes on site using fill to grade site, cleared/grubbed site, screened top 6'-10" top soil and reused for final grading. Built 70,000 SF office space and 50,000 SF garage space for 16 bays including auto equipment, lifts, paint booth and body shop. Job finished on time. 
-$3.5 million Parkland Teramar Park. Installed 2 soccer fields, 4 baseball fields, 2 story club house, concession building, parking lot, basketball/tennis courts, 2 large lakes using fill under parking areas. Job finished on time.

Education:
Broward Community College
Associated Degree in Civil Engineering

Licenses:
General Contractor
Ben Guanella
Assistant Project Manager
Sr. Project Engineer

**Professional Experience:**

**Present:**
Di Pompeo Construction Corp., Pompano Beach, Florida
(March 2007 to Present)
**Project Manager/Engineer**
Responsible for:
- Northeast Pool
- Venetian Pool, Tamarac Park
- Recreation and Whispering Pines Elementary School
- RFI’s, submittals, contracts, expedition coordinator, change orders.

**Past:**
Number of years with other firms: 7 years
**Residence: Pembrook Pines, Florida**
The Tower Group
Davie, Florida
(January 2007 - March 2007)
**Project Engineer**
- South Dade Cultural Center
Wrote RFI’s, logged submittals, change orders, logically resolved problems, and dealt with subcontractors.
(July 2006 - January 2007)
**Estimator**
- Boca Colonnade
- Opera Place
- Murray E. Nelson Government Building
- 3 story office center
Responsible for estimating, accurate takeoff’s, proper distribution of plans to subcontractors, and collecting bids.

Department of Transportation, District 1
Bartow, Florida
**Roadway Designer**
Supervised Bentley’s Microstation roadway design, trained new employees, cost estimates, organizing meetings, community awareness and showed them the workings of the DOT. Completed 2 sections of US 27, 1 section of SR 60, and 1 section of 78.

**Education:**
- Florida International University
  Miami, Florida
  Civil and Environmental Engineering

**Training:**
- Primavera Expedition 10.1
- Bentley Microstation J
- Microsoft (Word & Excel)

**Professional Affiliations:**
- American Society of Civil Engineers
- Emerge Florida
<table>
<thead>
<tr>
<th>Date</th>
<th>Party Name</th>
<th>Plaintiff or Defendant</th>
<th>Case / Action Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2011</td>
<td>School Board of Broward County (Owner)</td>
<td>Plaintiff</td>
<td>11-015328</td>
<td>DiPompeo Construction was delayed a year on Nova High School Swimming Facility by added work and Architect/Engineer errors which resulted in Owner active interference with our performance, thus causing a material breach of contract by the School Board. The Owner refused to pay for our extended General Conditions associated with the added work and delays and decided to sue the architect for errors and omissions. However, the Owner believes that they are also covered by the No Damage For Delay clause and we disagree as our added costs are a result of the added work and not considered damages. We are waiting a mediation date and the School Board is to sue the architect.</td>
</tr>
<tr>
<td>September 2010</td>
<td>Wood Product Specialties (Subcontractor)</td>
<td>Defendant</td>
<td>10-12539</td>
<td>Wood Product Specialties was a subcontractor for DiPompeo Construction on the Tamarac Recreation Center and Whispering Pines Classroom Addition projects. They filed for supposedly extra completed work, even though they walked off both jobsites, did not finish the work and signed final payment releases. DiPompeo Construction responded via our attorney and are now awaiting resolution.</td>
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<tr>
<td>Year</td>
<td>Party</td>
<td>Action</td>
<td>Description</td>
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<tr>
<td>July 2010</td>
<td>School Board of Broward County (Owner)</td>
<td>Plaintiff</td>
<td>DiPompeo Construction is owed monies for extended time on the Sheridan Park and Broadview Elementary schools due to active interference by the Owner and lack of timely responses from the Architect. The School Board sued the Architect on Broadview &amp; Sheridan and DiPompeo was advised by the School Board to file suit against them in order for the School Board to resolve the claim via mediation and a back door board meeting. We are still in mediation awaiting resolution on Sheridan. The case number wherein the School Board sued the Architect on Sheridan is 1001698. The School Board also sued the Architect on Broadview. DiPompeo has since been paid on Broadview Elementary in February 2011 but Sheridan still remains open after the judge denied the School Board's Motion to Dismiss in July 2011. (See attached 1/10/11 letter from the School Board confirming we were cooperative and waited 5 years and School Board directed us to sue them in order to get paid on both projects.)</td>
<td></td>
</tr>
<tr>
<td>August 2009</td>
<td>Tarmac America LLC (Supplier to Our Subcontractor)</td>
<td>Defendant</td>
<td>Action Building/Solid Foundation of Palm Beach was a Subcontractor for DiPompeo Construction Corporation on the City of Ft. Lauderdale Fire Station #29. Tarmac America LLC was their supplier and was not paid the balance owed to them. Tarmac sued Di Pompeo and our Bonding Company for the balance. Di Pompeo paid Tarmac and the suit was dismissed with prejudice.</td>
<td></td>
</tr>
<tr>
<td>June 2009</td>
<td>Vince Grifasi (Ex employee)</td>
<td>Defendant</td>
<td>Former employee that resigned and seeking damages. An agreement was reached. The case is closed.</td>
<td></td>
</tr>
</tbody>
</table>
Tamarac Community Center
Tamarac, Florida

Cost of Project: $4,033,000
Cost of Project/SF: $239/SF
% of Work Performed With Our Own Forces: 22%
Commencement Date: November 2007
Completion Date: October 2009
Firm’s Responsibility: Design/Builder
Location of Project: 7501 North University Drive
Tamarac, Florida 33321
Project Manager, Jon Shambo
Project Engineer, Ben Guanella
Superintendent, Richard Dechane
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, Florida 33321
Contact: Greg Warner (954) 303-9395
Email: gregw@tamarac.org
R. E. Chisholm Architects
Matt Polak (305) 542-9233

Description of Work Performed:
Demolish the existing 10,000 SF building and replace it with a 15,100 SF 2 story precast hollow core slab, metal truss, metal roofed community center with instructional kitchen, game room, offices, meeting rooms, art and craft rooms, concession stand and restrooms as well as install new dugouts at the existing ball fields, reconfigure existing parking lots for proper circulation and positive drainage.

Design/Build  Project Completed
Coral Springs Police/Fire Training Facility
Coral Springs, Florida

"The team worked through delays caused by Hurricane Katrina, Rita and Wilma to keep the project on track for the City. When unforeseen conditions and issues arose you assisted the City with helpful resolution."

Larry W. Staneart
Director of Development Service
City of Coral Springs

Cost of Project: $3,373,838
Cost of Project/SF: $141/SF
% of Work Performed With Our Own Forces: 18%
Commencement Date: July 2005
Completion Date: November 2006
Firm's Responsibility: General Contractor
Location of Project: 4180 NW 120th Avenue
Coral Springs, Florida 33065

Staff:
Project Manager, Jon Shambo
Sr. Project Coordinator, Carrie Pereira
Project Superintendent, Richard Russell

Owner:
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Larry Staneart (954) 344-1025

Architect:
C3TS Architecture, Inc
Chen & Associates
Javier Salman (786) 493-8691
Marcus Austin (954) 445-0695

Contact:

Description of Work Performed:
The construction of a 24,000 SF new 2-story fire/police training building with parking lots and retention areas, classrooms, apparatus truck bays, work station rooms, offices, restrooms and exam/training rooms.

General Contractor
Project Completed
Southwest Vocational Center
Miami, Florida

Cost of Project: $6,097,000
Cost of Project/SF: $90/SF
% of Work Performed With Our Own Forces: 18%
Commencement Date: April 2011
Completion Date: August 2012
Firm's Responsibility: General Contractor
Location of Project: 8855 SW 50th Terrace
Miami, Florida 33163

Staff:
Project Manager/Superintendent Bill Oakman
Sr. Project Engineer, Ben Guanella
The School Board of Miami-Dade County
1450 NE 2nd Ave
Miami, Florida 33132
Rolando Pardo (305) 995-4837
Wolfberg Alvarez & Partners
1500 San Remo Ave, Ste. 300
Coral Gables, Florida 33146
Rafael Labrada (305) 666-5474

Owner:
Architect:
Contact:

Description of Work Performed:
Demolish existing vocational building, construct two new 2 story tilt-up vocational buildings, parking lot, and remodel / renovate 2 existing buildings. New vocational buildings include photography lab, automotive mechanics lab, construction technology lab, cosmetology lab, 2D & 3D art labs, communications (graphics) lab, and business education & drafting technology resource center.

General Contractor
Di Pompeo Construction Corporation
A Family Tradition Since 1912

Work In Progress
This is the front page of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: Hartford Casualty Insurance Company  
200 Colonial Center Pkwy  
Lake Mary, FL 32746  
800-824-1732

Bond Number: 21BCSFY3548

Contractor Name: DiPompeo Construction Corp.  
2301 NW 33rd Court, Suite #102  
Pompano Beach, FL 33069  
954-917-5252

Owner Name: Board of County Commissioners of Broward County  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301  
954-357-6065

Project Number: Z0991411C1-T1, 2, 3

Project Description: Board of County Commissioners of Broward County/ Fort Lauderdale-Hollywood International Airport Hurricane Protection Terminal 1, 2, and 3

Project Address: Fort Lauderdale-Hollywood International Airport, Terminal 1, 2, and 3, FL.

Legal Description of Property: Fort Lauderdale-Hollywood International Airport, FL

This is the front page of the bond. All other pages are subsequent regardless of the pre-printed numbers.
FORM OF PERFORMANCE BOND:

BY THIS BOND, We, Dipompeo Construction Corp., as principal, hereinafter called CONTRACTOR, and Hartford Casualty Insurance Company, as surety, are bound to the Board of County Commissioners of Broward County, Florida, as obligee, hereinafter called COUNTY, in the amount of Eight Hundred Forty Three dollars ($843,843.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a contract, Bid/Contract No.: Z0991411C1-T1,2,3, awarded the 12 day of March, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Performs the Contract between CONTRACTOR and COUNTY for construction of Hurricane Protection Terminal 1, 2 and 3, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

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

3. Performs the guarantee 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 there under, the Surety may promptly remedy the default, or shall promptly:
FORM OF PERFORMANCE BOND
(Continued)

3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

3.2. 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 31 day of July, 2013.
FORM OF PERFORMANCE BOND
(Continued)

WITNESSES:

DiPompeo Construction Corp.
(Name of Corporation)

By
(Signature and Title)

John DiPompeo Sr.
(Secretary)

(Corporate Seal)

IN THE PRESENCE OF:

Suzette Hernandez

Vivian Santiago

Marcus Stevens

INSURANCE COMPANY:

Hartford Casualty Insurance Company

By
(Agent and Attorney-in-Fact)

Michael A. Holmes

Address: 200 Colonial Center Parkway

(Lake Mary, FL 32746)

(City/State/Zip Code)

Telephone No.: 800-824-1732
00720. FORM OF PAYMENT BOND:

BY THIS BOND, We Dipompeo Construction Corp.________________________, as Principal, hereinafter called CONTRACTOR, and Hartford Casualty Insurance Company__________, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Eight Hundred Forty Three dollars 00/100 Dollars ($843,843.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z0991411C1-T1,2,3, awarded the 12 day of March, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

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

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
FORM OF PAYMENT BOND
(Continued)

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

2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

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

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

Signed and sealed this 31 day of July, 2013.
FORM OF PAYMENT BOND
(Continued)

ATTEST:

John DiPompeo
Secretary
DiPompeo Construction Corp.
(CORPORATE SEAL)

In the presence of:

Suzette Hernandez
Vivian Santiago

INSURANCE COMPANY:
Hartford Casualty Insurance Company

By Michael A. Holmes
Agent and Attorney-in-Fact

Address:
200 Colonial Center Parkway
Lake Mary, FL 32746
Telephone No.: 800-824-1732
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

up to the amount of unlimited:

Gerald J. Arch, James F. Murphy, Joanne M. Mursell, Michael A. Holmes

of

Ft. Lauderdale, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary.

Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 or fax: 860-757-5835
Agency Code: 21-220140