



**AGREEMENT BETWEEN
BROWARD COUNTY AND ROBINSON AVIATION (RVA), INC.
FOR AIRPORT RAMP CONTROL SERVICES
(RESULTING FROM RFP # A2114410P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Robinson Aviation (RVA), Inc., a foreign corporation ("RVA") (collectively referred to as the "Parties").

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1.
DEFINITIONS**

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or any other employee expressly designated as Contract Administrator in writing by the County Administrator.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **County Business Enterprise or "CBE."** A small business certified as meeting the requirements of Broward County's CBE Program pursuant to Section 1-81, Broward County Code of Ordinances.
- 1.6 **Notice To Proceed**. A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.
- 1.7 **Purchasing Director**. The Broward County Purchasing Director as appointed by the County Administrator.
- 1.8 **Services**. All work required by RVA under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.9 **Subconsultant or Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through RVA for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2. SCOPE OF SERVICES

2.1 RVA shall perform all work identified in this Agreement including without limitation Exhibit A. The Scope of Services stated in this Agreement is a description of RVA's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by RVA impractical, illogical, or unconscionable.

2.2 RVA acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code). To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services") as listed in Exhibit A, County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E hereto) executed by RVA and County pursuant to this Section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 4.1.

2.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$30,000.00; (b) the County's Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorizations above the County's Purchasing Director's delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. RVA shall not commence work on any Work Authorization until after receipt of a Notice to Proceed.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 Initial Term. The term of this Agreement shall begin on December 19, 2017 and shall end three (3) years thereafter.

3.2 Extensions. County, through its Purchasing Director, shall have the sole option to renew this Agreement for up to two (2) additional one (1) year terms by sending notice thereof to RVA at least thirty (30) calendar days prior to the expiration of the then-current term.

In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable, or if no extension is available, and expiration of this Agreement would result in a gap in

the provision of Services necessary for the ongoing operations of County, then this Agreement may be extended by the Purchasing Director for a period not to exceed three (3) months by sending notice thereof to RVA at least thirty (30) calendar days prior to the expiration of the then-current term.

In the event County elects to extend the term of this Agreement by either of the methods above, RVA agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extensions. RVA shall be compensated for the Services at the rate in effect when the extension was invoked by County.

3.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

3.4 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of RVA required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 4.
COMPENSATION**

4.1 County will pay RVA for goods and services provided under this Agreement pursuant to Exhibit B up to the following maximum amounts:

| Services/Goods | Not-To-Exceed Amount |
|----------------------------|-----------------------------|
| Services | \$7,450,000 |
| Optional Services | \$50,000 |
| Reimbursables | \$0 |
| TOTAL NOT TO EXCEED | \$7,500,000 |

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by RVA as full compensation for all such work. RVA acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate RVA for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon RVA's obligation to perform all items of work required under this Agreement, including providing Services in accordance with the terms in Exhibit A throughout the term of the Agreement. As such, it is RVA's responsibility to stay within the budget provided in this Article and Exhibit B so that RVA can perform throughout the term of this Agreement. Unless otherwise expressly stated in this Agreement, RVA shall not be reimbursed for any expenses it incurs under this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 RVA may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. RVA shall submit with each invoice any backup material requested by County to support the hours worked, including timesheets. RVA shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit C). The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made.

4.2.2 On an annual basis, RVA may submit an invoice to pass through its actual cost for obtaining the insurance coverages required by Article 6 and Exhibit D, but only after the procedures set forth in Article 6.2.1 and 6.2.2 of this Agreement have been complied with.

4.2.3 Any invoice submitted by RVA shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services under this Agreement, unless otherwise stated in Exhibit B.

4.2.4 County shall pay RVA within thirty (30) calendar days of receipt of RVA's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of RVA to comply with a term, condition, or requirement of this Agreement.

4.2.5 RVA shall pay its Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. RVA agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless RVA demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

4.3 Reimbursables. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, RVA agrees to comply with Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary.

County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator.

4.4 Subcontractors. RVA shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be billed in the actual amount paid by RVA.

4.5 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.6 Payment shall be made to RVA at the address designated in the Notices section.

ARTICLE 5. INDEMNIFICATION

RVA shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of RVA, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, RVA shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due RVA 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. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. INSURANCE

6.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

6.2 RVA shall maintain, at its sole expense (except as set forth below) and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with

the terms and conditions stated in this article. All required insurance shall apply on a primary basis and shall not require contribution from any other insurance or self-insurance maintained by County. Any insurance or self-insurance maintained by County shall be in excess of and shall not contribute with the insurance provided by RVA. Unless otherwise agreed to in writing between the Parties, with County acting through its Contract Administrator, the following shall apply:

6.2.1 If the actual cost of obtaining the insurance coverages required by Article 6 and Exhibit D exceed the estimated budget for insurance set forth in Exhibit B, RVA shall provide to County's Risk Manager, for his or her review and written approval, prior to purchasing the required insurance coverages set forth in Exhibit D, all documentation supporting RVA's purchases thereof. Such documentation shall include, but not be limited to, all coverages and their respective sub-limits, deductions, SIR's, exclusions, and exemptions. Subsequent to the County's Risk Manager's approval and receipt of the certificates of insurance, RVA may submit its invoice to County for reimbursement of the actual cost of the insurance pursuant to Article 4.2.2. County shall not be obligated to pay for any insurance coverages or associated costs for any coverage beyond what is set forth in Exhibit D. No payment shall be made to RVA pursuant to Article 4.2.2 for insurance prior to the terms and conditions of this article being satisfied.

6.2.2 If the actual cost of obtaining the insurance coverages required by Article 6 and Exhibit D is at or below the estimated budget for insurance set forth in Exhibit B, RVA may submit its invoice to County for reimbursement of the actual cost of the insurance pursuant to Article 4.2.2. RVA shall provide to County's Risk Manager, for his or her review, all documentation supporting RVA's purchases of the insurance coverages required by Article 6 and Exhibit D. Such documentation shall include, but not be limited to, all coverages and their respective sub-limits, deductions, SIR's, exclusions, exemptions, and paid invoices. County shall not be obligated to pay for any insurance coverages or associated costs for any coverage beyond what is set forth in Exhibit D. No payment shall be made to RVA pursuant to Article 4.2.2 for insurance prior to the terms and conditions of this article being satisfied.

6.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

6.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the

Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

6.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

6.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

6.3.4 Professional Liability Insurance. Such insurance shall cover RVA for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

6.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, RVA shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

6.5 Coverage is not to cease and is to remain in force until County determines all performance required of RVA is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

6.6 RVA shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

6.7 RVA shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. RVA may redact portions of the policies that are not relevant to the insurance required by this Agreement.

6.8 County and RVA, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

6.9 Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this Agreement. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

6.10 Certificate Holder Address. The certificate holder address shall read "Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by County.

6.11 Compliance with the foregoing requirements shall not relieve RVA of its liability and obligations under any other provision of this Agreement.

6.12 Any subcontractor performing work for RVA shall have Broward County listed as a certificate holder for all coverage and an additional insured for its General Liability and Excess Liability coverage. The certificate of insurance shall be in a form that is satisfactory to the County's Risk Manager or Risk Management Division.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, RVA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if RVA is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if RVA provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

7.2.1 Upon the disqualification of RVA as a CBE by County's Director of Office of Economic and Small Business Development ("OESBD") if RVA's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by RVA;

7.2.2 Upon the disqualification of RVA by County's Director of OESBD due to fraud, misrepresentation, or material misstatement by RVA in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;

7.2.3 Upon the disqualification of one or more of RVA's CBE participants by County's Director of the OESBD 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 RVA or such participant;

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

7.2.5 If RVA is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, RVA shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. RVA acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by RVA, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due RVA shall be withheld by County until all documents are provided to County pursuant to Section 9.1.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. RVA shall comply with all applicable requirements of County's CBE Program, as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

RVA shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by RVA to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 Although no CBE goal has been set for this Agreement, County encourages RVA to give full consideration to the use of CBE firms to perform work under this Agreement.

8.3 By execution of this Agreement, RVA 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 RVA all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, RVA grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by RVA, whether finished or unfinished, shall become the property of County and shall be delivered by RVA to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to RVA shall be withheld until all documents are received as provided herein. RVA shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. To the extent RVA is acting on behalf of County as stated in Section 119.0701, Florida Statutes, RVA shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of RVA or keep and maintain public records required by County to perform the services. If RVA transfers the records to County, RVA shall destroy any duplicate public records that are exempt or confidential and exempt. If RVA keeps and maintains public records, RVA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of RVA to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. RVA will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that RVA contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, RVA must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by RVA as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by RVA. RVA shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF RVA HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO RVA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7290, documentcontrol@broward.org, 115 S. ANDREWS AVE., SUITE 336U, FORT LAUDERDALE, FLORIDA 33301.

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of RVA and its Subcontractors that are related to this Agreement. RVA and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of RVA and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, RVA or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

RVA and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections

pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at RVA's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the RVA in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the RVA in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to RVA.

RVA shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Truth-In-Negotiation Representation. RVA's compensation under this Agreement is based upon representations supplied to County by RVA, and RVA certifies that the wage rates, factual unit costs, and other information supplied to substantiate RVA's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

9.5 Public Entity Crime Act. RVA represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, RVA further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether RVA has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to RVA under this Agreement.

9.6 Independent Contractor. RVA is an independent contractor under this Agreement. In providing Services under this Agreement, neither RVA nor its agents shall act as officers, employees, or agents of County. RVA shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.7 Third Party Beneficiaries. Neither RVA nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Aviation Department
Attn: John Pokryfke
2200 SW 45th Street, Suite 101
Fort Lauderdale, Florida 33312
Email address: jpokryfke@broward.org

FOR RVA:

Robinson Aviation (RVA), Inc.
Attn: Keren Williams McLendon
1601 NW Expressway, Suite 850
Oklahoma City, OK 73118
Email address: keren.mclendon@rvainc.com
marc.stevens@rvainc.com

9.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by RVA without the prior written consent of County. If RVA violates this provision, County shall have the right to immediately terminate this Agreement. RVA represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. RVA agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.10 Conflicts. Neither RVA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with RVA's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of RVA's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or RVA is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude RVA or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any

administrative or legal proceeding. In the event RVA is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, RVA shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as RVA.

9.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 Compliance with Laws. RVA shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

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

9.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for

Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RVA AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.18 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 Agreement and executed by the Board and RVA or others delegated authority or otherwise authorized to execute same on their behalf.

9.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.20 Payable Interest

9.20.1 Payment of Interest. County shall not be liable to pay any interest to RVA for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof RVA waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.24 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, RVA agrees to fully comply with Section 16½-157 during the entire term of this Agreement. If RVA fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

9.25 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by RVA shall serve as RVA's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.26 Contingency Fee. RVA represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for RVA, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to RVA. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due RVA under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.27 Living Wage Requirement. If RVA is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, RVA agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and RVA shall fully comply with the requirements of such ordinance. RVA shall be responsible for and shall ensure that all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

9.28 Use of County Logo. RVA shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent

of County.

9.29 Additional Security Requirements. Consultant certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as Exhibit F.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and ROBINSON AVIATION (RVA), INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____ 201__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 Sw 45th Street, Suite 101
Fort Lauderdale, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: _____

Name: Andrew J. Meyers

Title: Risk Manager

By: _____
Carlos A. Rodriguez-Cabarrucas (Date)
Assistant County Attorney

By: _____ 11/2/12
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

CRC/ch
RVA-Airport Ramp Services Agreement
10/27/2017
17-071.01

AGREEMENT BETWEEN BROWARD COUNTY AND ROBINSON AVIATION (RVA),
INC. FOR AIRPORT RAMP CONTROL SERVICES (RFP # A2114410P1)

RVA

WITNESSES:

ROBINSON AVIATION (RVA), INC.

[Signature]
Signature

By: [Signature]
Authorized Signor

Kevin J. White
Print Name of Witness above

Keren Wms McLendon CEO
Print Name and Title

[Signature]
Signature

6 day of Nov, 20 17

William A. Crain
Print Name of Witness above

ATTEST:
[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

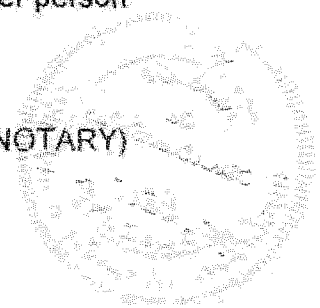


EXHIBIT A SCOPE OF SERVICES

RVA shall use the Virtual Airfield Management System ("VAMS") to provide Ramp Control services ("RC Services") at Fort Lauderdale-Hollywood International Airport ("Airport") consistent with Airport's Standard Operating Procedures, as may be amended from time to time. RVA shall be responsible for coordinating safe and expeditious movement of aircraft traversing between the movement areas and the commercial air carrier ramps at the Airport.

RC Services

RVA shall manage aircraft movement with VAMS technologies provided by the Airport. The Airport's VAMS infrastructure includes the Enhanced Airport Vision Display ("EAVD") system, which integrates day/night visible, thermal, and pan-tilt-zoom cameras with aircraft surveillance data from the Federal Aviation Administration's ("FAA") Airport Surface Detection Equipment – Model X ("ASDEX") to seamlessly display multiple sources of real-time information. RVA shall provide RC Services on a first-come, first-serve basis whenever practicable; however, reasonable deviation to the recommended protocol is acceptable to alleviate potential undue delays to other aircraft. The RC Services shall include ground traffic management of aircraft within the nonmovement area of air carrier ramps, including ingress and egress to aircraft gates and remote parking areas.

Staffing/Hours of Operation

Unless otherwise directed by the Airport, RVA shall provide RC Services seven (7) days per week, eighteen (18) hours per day, from 0530 local time ("lcl") to 2330 lcl, in two (2) work shifts, with a minimum of three (3) qualified staff per work shift. An RVA employee shall be assigned a shift that starts at 0520 lcl in order to receive a complete briefing from the FAA ATCT prior to commencing RC Services. At 2330 lcl, control of the ramp will be given back to the FAA ATCT. A complete briefing of the activities on the ramp shall be given to FAA ATCT prior to 2330 lcl.

RVA staffing shall include a qualified onsite manager responsible for the overall activities relating to RC Services at the Airport. The onsite manager shall be the point of contact for the Airport and serve as RVA's representative at coordination meetings. When not working a shift, the onsite manager or his or her designee must be available upon request by County. The onsite manager may count towards the minimum of three (3) qualified staff required to work each shift.

RVA staff shall dress and conduct business in a professional manner at all time. RVA staff must also obtain and maintain Security Identification Display Area ("SIDA") badges and ramp driving privileges as a condition of employment. RVA shall be solely responsible for any and all costs associated with obtaining the necessary badging.

Collaboration

RVA is integral in the collective effort to ensure safe and efficient management of aircraft traffic in and out of the air carrier ramps. Collaboration is essential to developing operational procedures acceptable to all airport stakeholders. In addition to RC Services, RVA shall participate in various coordination meetings and collaborate with BCAD staff, FAA Air Traffic Control Tower ("ATCT") staff, and other pertinent Airport stakeholders to develop best management practices and procedures.

Subject to review and final approval by Airport, RVA shall work with the FAA ATCT to create an appropriate Letters of Agreement ("LOA") to document operating procedures as well as coordination and communication transfer points. In addition, RVA shall work closely with the Airport Director of Operations or designee, to develop Memoranda of Understanding ("MOU") to document operational agreements and establish open communications with Airport staff to share pertinent operational information.

Reports

RVA shall provide monthly invoices to Airport staff detailing contractual expenses, and shall prepare and maintain operational activity reports on operational issues and statistics as directed by Airport's Director of Operations or designee.

Area of Responsibility

RVA shall provide RC Services with VAMS technologies on the designated non-movement areas. RVA shall transfer control to FAA in accordance with the Letter of Agreement between Airport and the FAA ATCT.

Emergencies

RVA shall handle all emergencies in accordance with Airport procedures.

Wake Turbulence Advisories

RVA shall handle all wake turbulence advisories in accordance with FAA Order 7110.65.

Engine Run-up and Cross-bleed starts

RVA shall handle all engine run-up and cross-bleed starts in accordance with Airport procedures.

General Ramp Restrictions

RVA shall comply with any operating restrictions in accordance with established Airport procedures.

Optional Services

RVA shall provide the following Optional Services to the extent requested by County through an applicable Work Authorization:

1. To the extent requested by County, RVA shall provide County with a Mobile Tower Unit on a month-to-month basis. Unless otherwise approved by the Contract Administrator, the Mobile Tower Unit shall comply with the following specifications:
 - a. It shall be a fully equipped air traffic control tower that meets FAA specifications for equipment.
 - b. It shall be configured for one (1) operational position, with primary and back-up radios, voice recorder, phone system, and a climate control ("HVAC") system.
 - c. The Mobile Tower Unit shall provide temporary air traffic control type service if VAMS becomes inoperable, allowing RVA to continue providing RC Services using computer software and hardware ("CCTV") and/or line of sight.
 - d. The Mobile Tower Unit shall use a standard alternating current (AC) type plug configuration.

RVA shall provide the Mobile Tower Unit within twenty-four (24) hours after written notification from County. This Optional Service will afford ramp control and management services seven (7) days a week, eighteen (18) hours per day, from 0530 lcl to 2330 lcl in two (2) work shifts.

2. Any other goods or services reasonably related to the RC Services provided under this Agreement.

**EXHIBIT B
PAYMENT SCHEDULE**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Rates/Payment *

| Year | Item | Rate | Estimated Total Quantity of Hours | Estimated Budget | Not-To-Exceed Yearly Budget |
|-------------|-------------------------------|---------------------------|--|-------------------------|------------------------------------|
| 1 | Regular Ramp Tower Controller | \$51.32/hour | 21,700 hours | \$1,113,644.00 | |
| | Ramp Tower Manager | \$70.74/hour | 2,080 hours | \$147,139.20 | |
| | Night Differential Premium | \$5.13/hour | 9,551 hours | \$48,996.63 | |
| | Overtime | \$79.53/hour | 500 hours | \$47,718.00 | |
| | Insurance | \$87,207/year (estimated) | | \$87,207.00 | |
| | | | | | |
| 2 | Regular Ramp Tower Controller | \$51.32/hour | 21,700 hours | \$1,113,644.00 | |
| | Ramp Tower Manager | \$70.74/hour | 2,080 hours | \$147,139.20 | |
| | Night Differential Premium | \$5.13/hour | 9,551 hours | \$48,996.63 | |
| | Overtime | \$79.53/hour | 500 hours | \$47,718.00 | |
| | Insurance | \$87,207/year (estimated) | | \$87,207.00 | |
| | | | | | |
| 3 | Regular Ramp Tower Controller | \$51.32/hour | 21,700 hours | \$1,113,644.00 | |
| | Ramp Tower Manager | \$70.74/hour | 2,080 hours | \$147,139.20 | |
| | Night Differential Premium | \$5.13/hour | 9,551 hours | \$48,996.63 | |
| | Overtime | \$79.53/hour | 500 hours | \$47,718.00 | |
| | Insurance | \$87,207/year (estimated) | | \$87,207.00 | |
| | | | | | |

| | | | | | |
|---|-------------------------------|---------------------------|--------------|----------------|--|
| 4 | Regular Ramp Tower Controller | \$51.32/hour | 21,700 hours | \$1,113,644.00 | |
| | Ramp Tower Manager | \$70.74/hour | 2,080 hours | \$147,139.20 | |
| | Night Differential Premium | \$5.13/hour | 9,551 hours | \$48,996.63 | |
| | Overtime | \$79.53/hour | 500 hours | \$47,718.00 | |
| | Insurance | \$87,207/year (estimated) | | \$87,207.00 | |
| | | | | | |
| 5 | Regular Ramp Tower Controller | \$51.32/hour | 21,700 hours | \$1,113,644.00 | |
| | Ramp Tower Manager | \$70.74/hour | 2,080 hours | \$147,139.20 | |
| | Night Differential Premium | \$5.13/hour | 9,551 hours | \$48,996.63 | |
| | Overtime | \$79.53/hour | 500 hours | \$47,718.00 | |
| | Insurance | \$87,207/year (estimated) | | \$87,207.00 | |
| | | | | | |

Table B: Optional Services

| Service | Rate | Total Quantity | Not-To-Exceed Budget |
|-------------------|------------------|---|----------------------|
| Mobile Tower Unit | \$5,000.00/month | Any requested by County (up to 10 months) | \$50,000.00 |

* Night Differential Premium – hours worked between 1800 lcl to 0600 lcl

*Year 1 – December 19, 2017 through December 18, 2018

*Year 2 – December 19, 2018 through December 18, 2019

*Year 3 – December 19, 2019 through December 18, 2020

*Year 4 (optional) – December 19, 2020 through December 18, 2021

*Year 5 (optional) – December 19, 2021 through December 18, 2022

*RVA shall submit quarterly reports to County’s Contract Administrator, on a form approved by County’s Contract Administrator, demonstrating that RVA is staying within the budget allotted by this Agreement.

EXHIBIT C
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned RVA hereby swears under penalty of perjury that:

1. RVA has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.1 of the Agreement, except as provided in paragraph 2 below.

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

| Subcontractor or supplier's name and address | Date of disputed invoice | Amount in dispute |
|--|--------------------------|-------------------|
| | | |
| | | |

3. The undersigned is authorized to execute this Certification on behalf of RVA.

Dated _____, 20__

_____ RVA

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day 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__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment;
printed/typed/stamped)

My commission expires:

Insurance Requirements: the following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

| TYPE OF INSURANCE All Deductibles must be set forth and approved and Self Insurance has not been approved. | Limits on Liability in Thousands of Dollars | | |
|---|---|--------------------------------------|-----------|
| | | Each Occurrence | Aggregate |
| GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment | Bodily Injury | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | \$ 75 mil | \$ 75 mil |
| | Personal Injury | | |
| | | | |
| AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable | Bodily Injury (each person) | | |
| | Bodily Injury (each accident) | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | \$300 k landside \$ 5 mil airside | |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) only required if vendor installs the benches | <input checked="" type="checkbox"/> STATUTORY | | |
| | | (each accident) | \$1 mil |
| <input type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O | Max. Ded. | | \$ mil |
| Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI. | | | |

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101,
 Dania Beach, FL 33312
 (operations)

Tracy Meyer
 Digitally signed by Tracy Meyer
 DN: cn=Tracy Meyer, o=bcad, ou=risk, email=tmeyer@broward.org, c=US
 Date Issued: 2017.07.25 11:26:33 -04'00'

EXHIBIT E
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("RVA") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount:
\$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

| | |
|--|-----------------|
| Professional Services | \$ _____ |
| General Services | \$ _____ |
| Goods/Equipment | \$ _____ |
| Total Cost of this Work Authorization | \$ _____ |

The foregoing amounts shall be invoiced by RVA upon written acceptance by County of all goods and services provided under this Work Authorization.

County

| | | |
|-----------------|------------------------|------|
| | Contract Administrator | Date |
| Project Manager | Board and/or Designee | Date |

RVA

| | |
|--------|------------|
| | Signed |
| Attest | Date |
| | Typed Name |
| | Title |

EXHIBIT F SECURITY REQUIREMENTS – AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

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

- (a) Access to Security Identification Display Areas and Identification Media. RVA shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, RVA shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of RVA's personnel transferred from the Airport, or terminated from the employ of RVA, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, RVA shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. RVA shall pay or cause to be paid to the Aviation Department such

charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require RVA to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- (b) Operation of Vehicles on the AOA: Before RVA shall permit any employee of RVA or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), RVA shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of RVA or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection: RVA agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. RVA further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. RVA acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, RVA agrees that persons not executing such consent-to-search/inspection form shall not be employed by RVA or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by RVA or by any subconsultant/subcontractor.
- (d) RVA understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- (e) The provisions hereof shall survive the expiration or any other termination of this Agreement.