

A G R E E M E N T

Between

BROWARD COUNTY

and

HENSEL PHELPS

for

DESIGN/BUILD SERVICES FOR

FLL WELCOME SIGN & BROWARD COUNTY LOGO SIGN

at

Fort Lauderdale-Hollywood International Airport

RFP No. PNC2115316P1

IN BROWARD COUNTY, FLORIDA

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ARTICLE 1 - SCOPE OF WORK

- 1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work as a turnkey project described in and reasonably inferable from the Design Criteria Package. Refer to Design Criteria for additional details.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 The Contract Documents are comprised of the following:
- 2.1.1 This Agreement, including all exhibits and attachments.
 - 2.1.2 The Basis of Design Documents, which includes the County's Design Criteria Package, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from County's Design Criteria Package;
 - 2.1.3 All written modifications, amendments, Field Orders and Change Orders to this Agreement;
 - 2.1.4 The General Conditions of the Agreement
 - 2.1.5 The Special Conditions of the Agreement
 - 2.1.6 Construction Documents prepared and approved in accordance with the General Conditions.

ARTICLE 3 - INTERPRETATION AND INTENT

- 3.1 Preparation of this Agreement has been a joint effort of County and Design-Builder and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way 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 paragraph, Section or Article of this Agreement, such reference is to the paragraph, 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.

- 3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 3.3** In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and County shall attempt to resolve any ambiguity, conflict or inconsistency informally.
- 3.4** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect. In the event of a conflict among the Contract Documents, the most stringent requirement shall control.
- 3.5** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the section GC-1 of the General Conditions of Contract.

Intention of COUNTY: It is the intent of COUNTY to describe in the Contract Documents functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction or other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Design-Builder, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning, are used to describe Work, 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 permit issuance. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

- 3.6** Design-Builder shall plan, record, and update, at least monthly, the design and construction schedule of the Project. The Schedule shall indicate the dates for the commencement and completion of the various stages of design and for each task during construction and shall be revised as required by the conditions of the Work. The Progress Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a bi-weekly

basis. A detailed Project schedule will need to be approved in writing by the Contract Administrator or designee prior to Design-Builder beginning any work pursuant to the terms of this Agreement. Design-Builder shall be responsible to have available to it all materials, supplies, and appropriate personnel, trades, etc., necessary to complete the Work in accordance with schedule.

- 3.7** Design-Builder, in addition to the monthly progress schedule, will provide a "look ahead" schedule at the bi-weekly progress meetings. The "look ahead" schedule shall include the activities of the past week with the planned activities for the next three weeks. The "look ahead" schedule shall be submitted to the BCAD project manager 24 hours prior to the weekly meeting.

ARTICLE 4 - OWNERSHIP OF WORK PRODUCT

- 4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions and Special Conditions of this Agreement, furnished by Design-Builder to County under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in this Article 4.
- 4.2 County's Limited License upon Project Completion.** Upon completion of all Work performed under the Contract Documents, Design-Builder transfers to County all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on County's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at County's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the County's obligations to provide the indemnity set forth in this Article 4.
- 4.3 County's Limited License upon County's Termination for Convenience.** If County terminates this Agreement for its convenience as set forth in Article 8 hereof Design-Builder shall, upon County's payment in full of the amounts due Design-Builder under the Contract Documents, grant County limited license to use the Work Product to complete the Project and subsequently occupy the Project, and County shall thereafter have the same rights as set forth in this Article.
- 4.4 County's Limited License upon Termination for Cause.** If this Agreement is terminated by County for cause pursuant to Article 8.2; then Design-Builder grants County a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and County shall thereafter have the same rights and obligations as set forth in this Article 4. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default,

County shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in in this Article 4.

ARTICLE 5 - CONTRACT TIME

5.1 Date of Commencement. The Work shall commence upon County’s Notice to Proceed unless the parties mutually agree otherwise in writing. Prior to beginning the performance of any services under this Agreement, Design-Builder must receive a Purchase Order and a Notice to Proceed. More than one Notice to Proceed may be issued if the Work is to be completed in Phases, or only a portion of the Work has been authorized.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than Sixty (60) calendar days after the Second Notice to Proceed.

5.2.2 Interim milestones of identified portions of the Work shall be achieved as follows:

Milestone No.	Interim Milestone Description	Calendar Days From Applicable NTP or Condition Precedent	Liquidated Damages
1	Schematic Design Phase		N/A
2	Detailed Design Phase - 30% Design/Construction Documents	45 days from issuance of NTP1 Design-Builder to deliver 30% Design/Construction Documents	N/A
3	Detailed Design Phase - 70% Design/Construction Documents	30 days from BCAD approval of 30% Design/Construction Documents	N/A
4	Concurrence of Design Phase - 100% Design/Construction Documents	30 days from BCAD approval of 70% Design/Construction Documents	N/A
5	Approved Permitted Drawings from Building Department and Shop Drawing approval	75 days from BCAD approval of 100% approved Permitted Drawings from Building Department	N/A
6	Substantial Completion	60 days from issuance of Second Notice to Proceed	\$500.00 per day
7	Final Completion	30 days after Substantial Completion	\$250.00 per day

5.2.3 Final Completion of the Work shall be achieved Ninety (**90**) calendar days after the Second Notice to Proceed. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in GC-1.25 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. County and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the scheduled Substantial Completion Date and Interim Milestones, County will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that:

5.4.1 If Substantial Completion is not attained within 60 days from Second Notice to Proceed, Liquidated Damages of Five Hundred Dollars (**\$500.00**) for each calendar day after time specified shall be due.

5.4.2 If Final Completion is not attained within 30 days of Substantial Completion, Liquidated Damages of Two hundred fifty (**\$250.00**) for each calendar day after time specified shall be due.

ARTICLE 6 - CONTRACT PRICE

6.1 Contract Price. County shall pay Design-Builder in accordance with GC-6 of the General Conditions of Contract the sum of **Six Hundred Seven Eight Hundred Eighty Dollars (\$607,880.00)** (Contract Price), (Final Negotiated Price: \$582,880 plus Bid Allowance \$25,000; (Unforeseen Conditions: \$12,500 and Unforeseen Utilities: \$12,500)), subject to adjustments made in accordance with the General Conditions of Contract. The Contract Price is deemed to include all sales, use, consumer and other taxes as mandated by law.

ARTICLE 7 – SCHEDULE OF VALUES

7.1 The Design-Build Schedule of Values is shown in the table below. The Design-Builder shall incorporate this schedule into its Application for Payment form, and expand the form as required to show: Agreement Amount, Amended Amount, Amount This Period, Retainage This Period, Total Amount to Date, Total Retainage to Date, Amount Remaining to Complete, and Percent Complete. The County shall have the right to require additional information shown on the Schedule of Values.

Design Build Schedule of Values shall include not less than the following:

Item	Description
1.	General Conditions
2.1	Performance Bond
2.2	Payment Bond
2.3	Insurance
3	Mobilization
4	Maintenance of Traffic
5.1	Demolition of Existing Signs
5.2	Disposal of Materials
	Design Services
6.1	<ul style="list-style-type: none"> • Architectural
6.2	<ul style="list-style-type: none"> • Engineering
6.3	<ul style="list-style-type: none"> • Construction Administration Services including Close-Out & Record Drawings
	Construction Services
7.1	<ul style="list-style-type: none"> • Testing & Start-up
7.2	<ul style="list-style-type: none"> • FLL Welcome Sign (Furnish)
7.3	<ul style="list-style-type: none"> • FLL Welcome Sign (Installation)
7.4	<ul style="list-style-type: none"> • Broward County Logo Sign (Furnish)
7.5	<ul style="list-style-type: none"> • Broward County Logo Sign (Installation)

ARTICLE 8 - TERMINATION OF AGREEMENT

8.1 Termination for Convenience: Upon ten (10) days written notice to Design-Builder, County may, for its convenience and without cause, elect to terminate this Agreement. In such event, County shall pay Design-Builder for the following:

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

8.1.2 Upon receipt of Notice of Termination, Design-Builder shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. In addition, Design-Builder shall promptly remove any part or all of Design-Builder'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 Design-Builder.

8.2 Termination for Cause: If Design-Builder fails to begin the Work within ten (10) 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 Design-Builder shall fail to perform any material term set forth in the Contract Documents or if Design-Builder shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, Contract Administrator may give notice in writing to Design-Builder and its Surety of such delay, neglect or default, specifying the same. If Design-Builder, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then County may upon written notice from Contract Administrator of the fact of such delay, neglect or default and Design-Builder's failure to comply with such notice, terminate the services of Design-Builder, exclude Design-Builder from the Project site and take the prosecution of the Work out of the hands of Design-Builder, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, Design-Builder shall not be entitled to receive any further payment, if any 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 Design-Builder. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Design-Builder shall be liable and shall pay to County the amount of said excess.

8.2.1 If after notice of termination of Design-Builder's right to proceed, it is determined for any reason that Design-Builder was not in default, the rights and obligations of County and Design-Builder shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in paragraph 8.1 above.

8.3 Upon receipt of Notice of Termination pursuant to paragraphs 8.1 or 8.2 above, Design-Builder 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.

8.4 Termination by Board: This Agreement may also be terminated by the Board:

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

8.4.2 Upon the disqualification by County's Director of OESBD of Design-Builder if Design-Builder obtained this Agreement or attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

8.4.3 Upon the disqualification by County's Director of OESBD of one or more of Design-Builder's CBE participants if any such participant's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Design-Builder or such participant;

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

8.4.5 If Design-Builder is determined by County's Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the status of its disqualified participant. If so determined, Design-Builder shall not be awarded participation credit.

ARTICLE 9 - REPRESENTATIVES OF THE PARTIES

9.1 Representative of County and Design-Builder.

9.1.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. Contract Administrator, upon Design-Builder's request, shall advise Design-Builder in writing of one (1) or more County representatives to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

9.1.2 Design-Builder shall inform the Contract Administrator in writing of Design Builder's representative to whom matters involving the conduct of the Project shall be addressed; and designates the individual listed below as its Representative:

Callie Hepler - LEED AP, Project Manager
Hensel Phelps
100 NE 3rd Avenue, Suite 440
Ft. Lauderdale, FL 33301
Phone No.: 954.447.0000

ARTICLE 10 - PERSONNEL

10.1 All personnel used or employed by the Design-Builder in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the County, or its representatives, the Design-Builder shall not use in the performance of the Work any personnel deemed by the County or its representatives to be incompetent, careless, unqualified to perform the work assigned to that person or otherwise unsatisfactory to the County.

10.2 Design-Builder will provide the key staff identified in their proposal for the Project as long as said key staff are in Design-Builder's employment. Design-Builder will obtain prior written approval of Contract Administrator to change key staff. Design-Builder shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of Design-Builder's staff, Contract Administrator shall first meet with Design-Builder and provide reasonable justification for said removal.

10.3 The Design-Builder agrees that in the performance of the Work called for by this Agreement, it will employ only such labor, and engage Subcontractors and Subconsultants that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the Design-Builder or any other party may then be erecting or altering on behalf of the County.

The Design-Builder agrees that it shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of work by other contractor's or by sub-contractors.

10.4 Design-Builder shall furnish the County resumes of Design-Builder's key personnel involved in the day-to-day Work on the Project.

10.5 Design-Builder shall furnish the County with a copy of all required licenses of all architects and engineers involved in development of the design drawings within five (5) calendar days of execution of the Agreement.

ARTICLE 11 – WARRANTIES, BONDS AND INSURANCE

11.1 Warranties. The Design-Builder Warranties and Guarantees shall be as follows:

11.1.1 Design-Builder warrants to the County that all work is free from defects in installation for a period of one (1) year following Substantial Completion or the date that the warranty period starts as expressed in the Substantial Completion Certificate. Materials shall be covered in accordance with SC-2 -1.1.

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

11.2 Insurance. Within fifteen (15) calendar days of being notified of the conditional award, and prior to issuance of the First Notice to Proceed, Design-Builder shall procure the insurance coverages set forth in the Contract Documents.

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

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

11.3.2 Each Bond shall continue in effect for one (1) year after Final Completion of the Work. This is not intended to shorten the limitations period provided for in Section 95.11(2) (b), Florida Statutes.

ARTICLE 12 – INDEMNIFICATION

12.1 Design-Builder 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 Design-Builder and persons employed or utilized by Design-Builder in the performance of this Contract. These indemnifications shall survive the term of this Contract. Sums otherwise due Design-Builder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

ARTICLE 13 - EEO AND CBE COMPLIANCE

13.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Design-Builder shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, or physical or mental disability if qualified. Design-Builder 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. Design-Builder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

County shall also require that Design-Builder to include the foregoing or similar language in its contracts with any Design Consultant or 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. Design-Builder, Design Consultant(s) or 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.

Design-Builder 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, Design-Builder 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.

Design-Builder shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. 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.

Design-Builder shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

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

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Public Entity Crimes Act. Design-Builder represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a Design-Builder or other provider and 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 County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a Design-Builder, supplier, Sub-contractor, or Design-Builder under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Design-Builder further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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 Design-Builder has been placed on the convicted vendor list.

14.2 Subcontractors and Design Consultant(s). Design-Builder shall utilize the Subcontractors and Design Consultant(s) identified in the proposal that were a material part of the selection of Design-Builder to provide the services for this

Project. Design-Builder shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subcontractors and Design Consultant(s) submitted by Design-Builder. Where the Design-Builder's failure to use identified Subcontractors and Design Consultant(s) results in Design-Builder's noncompliance with CBE participation goals, such failure shall entitle the affected CBE Subcontractors and Design Consultant(s) to damages available under local and state law. The list of Subcontractors and Design Consultant(s) is provided in ***Special Provision 13, Form GC-9: Final List of Certified CBE and Non-Certified Subcontractors and Suppliers*** attached hereto and made a part hereof.

- 14.3 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Design-Builder shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to paragraph 14.2.

Design-Builder represents that all persons delivering the services required by this Agreement have the licenses, as well as 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 Services and to provide and perform such services to County's satisfaction for the agreed compensation.

Design-Builder shall perform its duties, obligations, and services under this Agreement in a skillful and professional manner. The quality of Design-Builder'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.

14.4 Not Used

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

- 14.6 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 14.7 Notices.** Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

**Broward County Aviation Department
Mark E Gale, AAE
CEO/Director of Aviation
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312**

With a copy to:

**Broward County Aviation Department
Mariana Pitiriciu, P.E., PMP,
Contract Administrator, Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312**

FOR Design-Builder:

**Hensel Phelps
Callie Hepler – LEED AP, Project Manager
100 NE 3rd Avenue, Suite 440
Ft Lauderdale, FL 33301**

14.8 Truth-in-Negotiation Certificate.

Design-Builder's compensation under this Agreement is based upon representations supplied to County by Design-Builder, and Design-Builder certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

- 14.9 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 work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Design-Builder shall also serve as Design-Builder's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

14.10 Independent Design-Builder. Design-Builder is an independent Design-Builder under this Agreement. Services provided by Design-Builder shall be subject to the supervision of Design-Builder. In providing the services, Design-Builder or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the County.

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

14.12 Conflicts. Neither Design-Builder nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Design-Builder's duty of loyal and conscientious exercise of judgment related to its performance under this Agreement.

Design-Builder agrees that none of its 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 or she is not a party, nor shall such persons 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 or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Design-Builder is permitted to utilize Sub-Design-Builders to perform any services required by this Agreement, Design-Builder agrees to prohibit such Sub-Design-Builders, by written contract, from having any conflicts as within the meaning of this section.

14.13 Contingency Fee. Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design-Builder, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design-Builder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.14 Waiver of Breach and Materiality. Failure by County 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.

County and Design-Builder agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

14.15 Compliance with Laws. Design-Builder shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

14.16 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Design-Builder elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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

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

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

Taxes shall be included in the Contract Price under Article 6. All such taxes that are required as of the time of Agreement execution shall be included in the Contract Price. Taxes for all work performed by Design Consultant(s) and Subcontractors shall be considered as part of the Contract Price and included in the bid of each Subcontractor.

14.19 Incorporation by Reference. Attachments and Exhibits are incorporated into and made a part of this Agreement.

14.20 Project Records, Audit Rights and Retention of Records

County is a public agency subject to Chapter 119, Florida Statutes. To the extent Design-Builder is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Design-Builder and its subcontractors and subconsultants shall:

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

14.20.2 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;

14.20.3 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 of this Agreement if the records are not transferred to County; and

14.20.4 Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Second Party upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Second Party transfers the records to County, Second Party shall destroy any duplicate public records that are exempt or confidential and exempt. If Second Party keeps and maintains public records upon completion of this Agreement, Second Party 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 Second Party to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Article 8. **Second Party shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).**

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. Second Party will provide any requested records to County to enable County to respond to the public records request.

IF SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SECOND PARTY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BROWARD COUNTY AVIATION DEPARTMENT, CUSTODIAN OF PUBLIC RECORDS, JALAINÉ CHAMBERS, OFFICE MANAGER, AIRPORT DEVELOPMENT, AT (954) 359-2581, JCHAMBERS@BROWARD.ORG, 2200 SW 45TH ST, SUITE 101, DANIA BEACH, FL 33312.

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

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

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

extent necessary to adequately permit evaluation and verification of any or all of the following:

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

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

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

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel

Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

14.20.7 Design-Builder shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Design-Builder and payee. Design-Builder will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

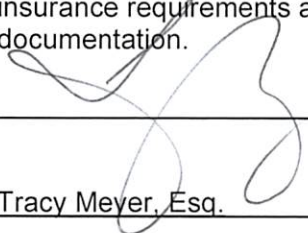
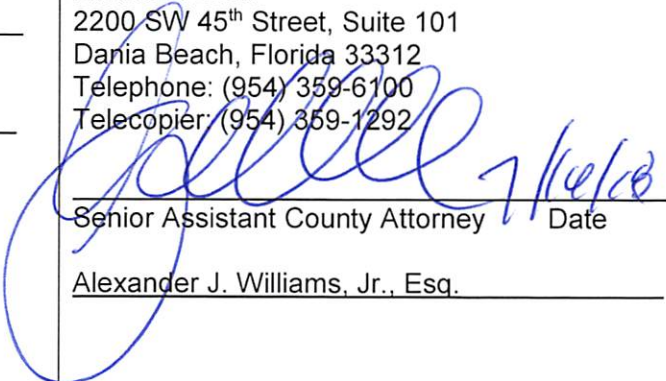
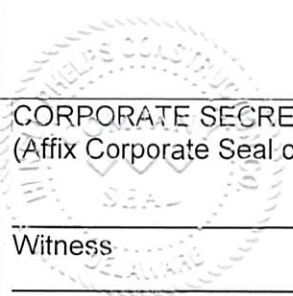
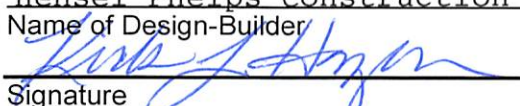
14.20.8 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.

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

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CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Design-Builder, signing by and through its authorized representative.

<p>COUNTY ADMINISTRATOR ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners</p> <p>_____ Date</p> <p><u>Bertha Henry</u></p>	<p>COUNTY MAYOR or VICE-MAYOR:</p> <p>_____ Date</p> <p>Mayor or Vice-Mayor</p> <p><input type="checkbox"/> Beam Furr <input type="checkbox"/> Mark D Bogen</p>
<p>COUNTY RISK MANAGER: Approved as to surety company qualifications, insurance requirements and insurance documentation.</p> <p> _____ Date</p> <p><u>7.13.18</u></p> <p><u>Tracy Meyer, Esq.</u></p>	<p>COUNTY ATTORNEY: Approved as to form by Andrew J. Meyers Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p> _____ Date</p> <p><u>7/16/18</u></p> <p><u>Alexander J. Williams, Jr., Esq.</u></p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p></p> <p>Witness _____ Date</p> <p>Print Name _____</p> <p>Witness _____ Date</p> <p>Print Name _____</p>	<p>DESIGN-BUILDER:</p> <p><u>Hensel Phelps Construction Co.</u> Name of Design-Builder</p> <p> _____ Signature</p> <p><u>Kirk J. Hazen, Vice President</u> Print Name and Title of Signer</p> <p><u>12</u> Day of <u>July</u>, 20<u>18</u></p>

GENERAL CONDITIONS

GC – 1 GENERAL

Contract Definitions

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

- 1.1 Allowance Account: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, Work deemed desirable by the County to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written CPEAM(s).
- 1.2 Basis of Design Documents: The Basis of Design Documents comprises the County's Design Criteria Package, Design-Builder's Proposal and the Deviation List, if any.
- 1.3 Beneficial Occupancy: Occupancy by the County, in its sole discretion, of any portion of the Work prior to Substantial Completion of the Work. Such occupancy will not relieve Design-Builder of its obligation to fully complete the Work in accordance with the Contract Documents.
- 1.4 Change Order: A written document ordering a change in the Contract Price, Contract Time, or a material change in the Work, issued and executed in accordance with Broward County procurement procedures.
- 1.5 Claim: A request for additional compensation or time which has been rejected by the County and resubmitted by Design-Builder for evaluation in accordance with the Contract Documents.
- 1.6 Contractor: Refer to Design-Builder
- 1.7 Construction Change Directive: A written order prepared by the Contract Administrator directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Prices or Contract Time, or both. The Contract Administrator may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the

Agreement consisting of additions, deletions or other revisions, the Contract Price or Contract Time being adjusted accordingly.

- 1.8** Consultant: The Architect which has contracted with County, or County employee, designated to perform construction administration services, on this Project.
- 1.9** Contract Base Amount: That portion of the Contract Price which excludes unexpended portions of Allowance Accounts. The Contract Base Amount may be increased or decreased by the issuance of a CPEAM or a Change Order.
- 1.10** Contract Administrator: The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.11** Contract Price: The original amount established in the award by County, inclusive of Allowance Accounts, as may be amended by Change Order.
- 1.12** Contract Price Element Adjustment Memorandum (CPEAM): A written document executed by the Contract Administrator ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.
- 1.13** Contract Time: The original time between the Project Initiation Date in the Second Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations survive Contract Time.
- 1.14** County Project Manager: Employee of County representing Contract Administrator of this Project.
- 1.15** Cost of Work: Where no lump sum or unit price is provided within the Contract Documents, work may be authorized by Change Order or CPEAM to be performed by Design-Builder with payment to be made for material, equipment, and labor furnished, plus the contractually-established fee for Overhead and Profit, up to the maximum amount established in the Change Order or CPEAM.
- 1.16** County or Owner: Broward County, Florida; provided however, in the event County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's regulatory

authority as a governmental body and shall not be attributable in any manner to County as a party to this Contract.

- 1.17 County Representative: An authorized representative of the County identified in a written notice to Design-Builder.
- 1.18 Day(s): Shall mean a calendar day.
- 1.19 Delay: An event which extends the Contract Time. A delay to a task which does not extend the Contract Time is not considered a Delay event.
- 1.20 Design-Builder: The entity with whom Broward County has contracted and which is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Design-Builder shall be deemed to be a reference to Design-Builder. Design-Builder is an independent contractor, and neither Design-Builder nor its agents are employees or agents of the County. This Contract shall not create a partnership or joint venture.
- 1.21 Design Consultant/Design Consultant of Record: The Professional services consultant responsible for providing architectural or engineering services under contract to or with the Design-Builder.
- 1.22 Design Criteria Package (DCP): The performance criteria developed by the Broward County Aviation Department (BCAD) that establishes the performance requirements for the Work. Such performance criteria are expressed in the Criteria Package document provided as part of the County's Request for Proposal documents, and include all implied requirements necessary to complete the Work, including use, space, price, time and site requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The Design Criteria Package may include conceptual documents, design criteria, design performance specifications and design specifications.
- 1.23 Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.24 Field Order: A written order which orders clarifications or minor changes in the Work which does not involve a change in the Contract Base Amount or Contract Time.
- 1.25 Final Completion: The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by County; any other documents required to be provided by Design-Builder have been

received by County; and the Work has been fully completed in accordance with the Contract Documents.

- 1.26** Force Majeure Events: Events that are beyond the control of both Design-Builder and COUNTY, including the events of war, fires, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 1.27** Materials: Materials incorporated in this Project.
- 1.28** Milestone: An element of the Work as described in the Contract Documents with associated Liquidated Damages.
- 1.29** Notice(s) to Proceed (NTP): Written notice to Design-Builder authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.30** Notice to Proceed, First (NTP1): The written notice to Design-Builder authorizing preconstruction Work for the development of Design/Construction documents, submission of applications for construction permits to applicable permitting authorities and completion of all other documents or activities required for permitting; submission of a project schedule, schedule of values, submittals, submittal schedule, topographical or physical features surveys if applicable, and all warranty forms; and performance of Work that does not require permits, as well as the procurement and fabrication of the sign.
- 1.31** Project: The construction project described in the Contract Documents, including the Work described therein.
- 1.32** Project Initiation Date: The date upon which the Contract Time commences, as established by Second NTP.
- 1.33** Second Notice to Proceed: The written notice to Design-Builder authorizing the mobilization and commencement of the physical installation of the sign. Receipt of all permits by the Design-Builder is a condition precedent to the issuance of the Second Notice to Proceed. The work to be performed pursuant to the Second Notice to Proceed shall be commenced within ten (10) calendar days of the project initiation specified in the Second Notice to Proceed. The Contract Time shall commence on the Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.
- 1.34** Subcontractor: A person, firm or corporation having a direct contract with Design-Builder to perform a portion of the Work, including any persons, firms or

corporations having a direct contract with any Subcontractor at any tier, and including their employees.

- 1.35** Substantial Completion: That date, as certified in writing by Consultant and as finally determined by County in its sole discretion, the Work is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the County can use or operate the Project for its intended purpose. A Final Certificate of Completion or other permit closures by the authority having jurisdiction must be issued for Substantial Completion to be achieved; however, the issuance of a Final Certificate of Completion does not determine Substantial Completion.
- 1.36** Surety: The entity which is bound by the performance bond and payment bond with and for Design-Builder in accordance with Section 255.05, Florida Statutes.
- 1.37** Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by Design-Builder to fulfill Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

GC – 2 DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES

- 2.1 General Services.** Design-Builder shall provide all services as needed to fulfill the requirements of the Contract Documents, including all necessary, incidental, and related activities and services in order to complete the Design-Build of the Project.

Design-Builder’s Representative shall be reasonably available to County and shall have the necessary expertise and experience required to supervise the Work. Design-Builder’s Representative shall communicate regularly with County and shall be vested with the authority to act on behalf of Design-Builder.

2.1.1 If at any time the Design-Builder observes or becomes aware of any fault or defect in the Work or of any nonconformance with Contract Documents, Design-Builder will promptly notify the Contract Administrator in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The Design-Builder shall have the authority to reject Work that does not in its opinion, or in the opinion of the Contract Administrator, conform to the Contract Documents.

2.1.2 Design-Builder has full responsibility for means and methods to complete the Work. The County, Contract Administrator, QAMT, other Consultants or other Agencies with jurisdiction do not have any authority to direct or change the Design-Builder’s means and methods.

2.1.3 Design-Builder has the duty to perform due diligence of the information provided by the Contract Administrator as to the reported conditions. Any discrepancy between the Contract Administrator’s provided information and the

findings of the due diligence must be brought to the Contract Administrator attention in writing within five (5) calendar days of the findings. Design-Builder shall not proceed with any Work prior to receiving a written response from the Contract Administrator regarding the disposition of the discrepancy.

2.1.4 The parties will participate in a pre-construction meeting within seven days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Design-Builder is responsible for completing the Work in the time established in the accepted Baseline Schedule as required by the Special Conditions.

2.1.6 Design-Builder shall provide monthly reports of the design and construction activities to the Consultant and Contract Administrator for approval. The monthly report must contain: an Executive Summary, a summary of the schedule compliance, a summary of the project costs and budget compliance, a summary of the activities completed, a summary of the CBE goal achievement, a summary of health and safety issues including any incidents or losses, a summary of all claims, and photographs of the work, and other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). The Design-Builder shall submit the monthly report with the monthly payment application as a precondition of approval of the payment application. Provide three (3) copies of the monthly report to the Consultant.

2.1.7 All written orders of County and Contract Administrator are to be given through the Contract Administrator, which instructions are to be strictly and promptly followed in every case. Design-Builder shall keep on the Project site during its progress, a competent full time English speaking project manager and superintendent, including all necessary assistants, all satisfactory to the Contract Administrator. The Design-Builder's project manager shall not be changed except with the written consent of Contract Administrator, unless the Design-Builder project manager proves to be unsatisfactory to Design-Builder or ceases to be in its employ. In which case, Design-Builder shall immediately notify Contract Administrator upon the change in project management in writing with identification of Design-Builder's replacement project manager. The Design-Builder's project manager shall represent Design-Builder and all direction given by the Design-Builder's project manager shall be as binding as if given to Design-Builder and will be confirmed in writing by Contract Administrator.

2.1.8 Design-Builder's project manager shall record in a daily report, at a minimum, the following information: the day, date, weather conditions and how any weather condition affected the progress of the Work, time of commencement of

work for the day, all work performed, materials, labor, personnel, equipment and Subcontractors at the Project site, visitors to the Project site including representatives of County, Contract Administrator, other County consultants, regulatory authorities, any special or unusual conditions or occurrences encountered, delays incurred, incidents, emergencies, accidents and the time of termination of work for the day. The daily report shall be kept on the Project site and shall be available at all times for inspection and copying by Contract Administrator. Printed copies of the daily reports shall be provided to the Contract Administrator no later than 12:00 PM of the next business day.

2.1.9 The Design-Builder, Consultant and Contract Administrator shall meet at least bi-weekly, or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to review the Controlling Items of Work for the next two weeks. The Design-Builder shall take, distribute and retain record copies of minutes and any comments thereto of each such meeting.

2.1.10 Design-Builder 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. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, procedures, safety of construction, and Airport security compliance.

2.1.11 The Design-Builder shall provide submittals as provided for in Special Conditions. Where equipment or materials, necessary to achieve Performance Criteria, require coordination between multiple submittals, Design-Builder must submit all coordination submittals to demonstrate that Performance Criteria are achieved.

2.1.12 Design-Builder shall not substitute equipment or materials following the review of the submittal, without written authorization by the Contract Administrator.

2.1.13 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 Design-Builder to any County employee, Consultants, employees of municipal or other jurisdictional authorities, or their agents directly or indirectly, is strictly prohibited, and any such act on the part of the Design-Builder will constitute a breach of this Agreement.

2.2 Design Consultant Services. Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing

in the Contract Documents is intended or deemed to create any legal or contractual relationship between County and any Consultant engaged by Design-Builder.

2.3 Quality Control for Design Consultant Services. Design-Builder shall develop and implement a quality control plan for design services. The plan shall be submitted to County within thirty (30) calendar days of the initial Notice to Proceed for review, comment, and acceptance. The Design-Builder must check drawings, specifications and site investigation/ survey data, using due diligence to verify all dimensions, quantities and details shown on the drawings, specifications or other data, received from Contract Administrator or Consultant, and shall notify Consultant and Contract Administrator of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery, if applicable. All costs associated with the development and implementation of the Design-Builder's design services quality control plan shall be included in the Contract Price.

2.4 Design Development Services. Design-Builder and County shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that County may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in the Contract Documents. On or about the time of the scheduled submissions, Design-Builder and County shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under these General conditions, shall be processed in accordance with these General Conditions. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, County shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1 Design-Builder shall submit to County Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and County shall review and approve, the Construction Documents in accordance with the procedures set forth in above and in accordance with the Special Conditions. Design-Builder shall proceed with construction in accordance with the approved and

permitted Construction Documents and shall submit approved Construction Documents to County in accordance with the Special Conditions prior to commencement of construction.

2.4.2 County's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither County's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to County.

2.4.3 To the extent not prohibited by the Contract Documents, or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements. Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits. Design-Builder shall submit plans and specifications for and obtain the Broward County Building Permit(s) which the County will pay for.

2.6.1 Except as identified above, Design-Builder shall submit for, obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance in obtaining those permits, approvals and licenses that are County's responsibility, if any.

2.7 Design-Builder's Construction Phase Services. Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.1 The Design-Builder agrees that the Work shall be performed in a good and professional manner, free from defects in materials, and that all materials shall be new and approved by the Consultant and Contract Administrator and all work shall be acceptable to the County, and as provided for in the Contract Documents. The Design-Builder shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

2.7.2 Design-Builder shall develop and implement a construction quality control plan for construction phase services. The plan shall be submitted to County within thirty (30) calendar days prior to the commencement of any construction activities for review, comment, and acceptance. All costs associated with the development and implementation of the Design-Builder's construction phase services quality control plan shall be included in the Contract Price.

2.7.3 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.4 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. County may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that County's decision impacts Design-Builder's cost and/or time of performance.

2.7.5 Design-Builder assumes responsibility to County for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between County and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.6 Design-Builder shall coordinate the activities of all Subcontractors. If County performs other work on the Project or at the Site with separate contractors under County's control, Design-Builder agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.7 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit County to occupy the Project or a portion of the Project for its intended use.

2.7.8 If applicable, the Design-Builder shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, manholes, hand holes, fittings or other accessories/features and shall prepare a

complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document as a condition precedent to requesting Final Payment. Final surveys shall be submitted in hardcopy and as an electronic media submittal prepared in accordance with requirements for electronic media submittals as specified elsewhere in the Contract Documents. The cost of all such field layout and recording work is included in the Contract Price.

2.7.9 Design-Builder 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, Supplemental Instructions, Contract Price Element Adjustment Memoranda (CPEAM), Submittals and written interpretations and clarifications of the Design Criteria Package or Performance Criteria, in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by Design-Builder as "Project Record Documents". These Project Record Documents together with all samples and a counterpart of all Submittals shall be available at all times to County, Consultant and Contract Administrator for reference. Design-Builder must maintain a backup for each Project Record Document using electronic means such as external disks, flash drives, or other forms of electronic media. Upon Final Completion of the Project and prior to Final Payment, these Project Record Documents, including Submittals and other Project Record Documents required elsewhere in the Contract Documents shall be delivered to the Contract Administrator in accordance with the Special Conditions.

2.7.10 Prior to Substantial Completion, and as a precondition of achieving Substantial Completion, the Design-Builder shall deliver to Contract Administrator all equipment data, along with its recommended spare parts list, spare parts, maintenance manuals, manufacturer's warranties and O&M Manuals as may be required within the Contract Documents for the County's employees and agents to maintain and operate any equipment provided as part of the Work. Also prior to Substantial Completion, Design-Builder shall provide all necessary training to BCAD staff regarding the maintenance and operation of any equipment provided as part of the Work. Refer to applicable Special Conditions for more information.

2.7.11 Prior to, and as a condition precedent to Final Payment, Design-Builder shall submit to Contract Administrator, Design-Builder survey and record drawings and other Project Record Documents in accordance with the requirements of the Special Conditions, if applicable.

2.7.12 County and its consultants shall at all times have access to the Work, and Design-Builder shall provide for use by the County and its Consultants the facilities described in the Special Conditions for such access and for inspecting, measuring and testing.

2.7.13 Should the Contract Documents, Contract Administrator's or Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Design-Builder shall provide and update weekly for the, Consultant and Contract Administrator a two (2) week look-ahead schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an authority other than County, Design-Builder shall provide notice to the agency, a minimum of seven (7) calendar days prior to the date for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work which requires approval is covered up without approval or consent of Consultant and Contract Administrator, it must, if required by Contract Administrator, be uncovered for examination and properly restored to the satisfaction of the Contract Administrator at no additional cost to County.

2.7.14 Re-examination of any of the Work may be ordered by County or its Consultants through the Contract Administrator, and if so ordered, the Work must be uncovered by Design-Builder. If such Work is found to be in accordance with the Contract Documents, County shall pay the cost of re-examination and replacement by means of an appropriate CPEAM or Change Order. If such Work is not in accordance with the Contract Documents, Design-Builder shall pay the cost of re-examination and correct the nonconforming work at no additional cost to County.

2.7.15 Except when otherwise specified in the Contract Documents, the expense of all Quality Acceptance or Inspection tests requested by Contract Administrator or required by the Contract Documents shall be borne by County and performed by a testing firm chosen by Contract Administrator. The cost of any failed original test shall be paid for by Design-Builder. The cost of any subsequent retesting shall be paid for by Design-Builder.

Retesting required because of non-conformance to the requirements of the Contract Documents shall be performed by the same or an alternate testing firm on instructions and as selected by the Contract Administrator. Payment for retesting will be charged to the Design-Builder by deducting inspection or testing charges from the Contract Price.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off- Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications

and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed full time at the Site, and who may not have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any County -specific safety requirements set forth in the Contract Documents, provided that such County -specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Contract Administrator and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety- related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 In addition to the safety requirements appearing elsewhere in the Contract documents, Contractor shall comply with the ANSI/ASSE A10 construction safety standards. Should there be any conflict between ANSI/ASSE A10 and FAA Advisory Circular 150/5370-2F, the FAA provisions shall prevail.

2.9 Design-Builder's Warranty. Design-Builder warrants to County that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and the work. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth Contract Documents. Design-Builder will provide County with all manufacturers' warranties in accordance with the **Special Conditions**.

2.10 Operations & Maintenance (O & M) Manuals. Design-Builder shall submit O&M Manuals in accordance with the Special Conditions.

2.11 As-Built Records. Design-Builder shall submit As-Built and Record Documents in accordance with the Special Conditions.

2.12 Correction of Defective Work. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to paragraph 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

Design-Builder shall, within seven (7) days of receipt of written notice from County that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, County, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that County will commence correction of such nonconforming Work. If County does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by County in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

The one-year period referenced above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding Design-Builder's other obligations under the Contract Documents.

GC – 3 COUNTY'S SERVICES AND RESPONSIBILITIES

3.1 Duty to Cooperate. County shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.1 County shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.2 County shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.1.3 Contract Administrator shall make provisions for Design-Builder to enter upon public and private property as required for Design-Builder to perform its services.

3.1.4 Contract Administrator or its designee shall review the itemized deliverables/documents identified in Design Criteria Package. The County or its designee shall respond in writing with any comment within the time set forth on the Design Criteria Package.

3.1.5 Contract Administrator shall give prompt written notice to Design-Builder whenever Contract Administrator observes or otherwise becomes aware of any development that affects the scope or timing of Design-Builder's services or any defect in the work of the Design-Builder.

3.1.6 Contract Administrator is given, and at all times will retain, authority to stop the progress of the Work whenever, in the opinion of the Contract Administrator, with the consultation of the Consultant, such stoppage is necessary to insure proper execution of the Work to fulfill of the Contract or in an emergency affecting the safety of life, or of the Work or adjoining property.

3.2 Furnishing of Services and Information.

3.2.1 County has provided for Design-Builder's information and use the following, as listed in the *Special Conditions, SC-1, List of Documents and Drawings*:

- a) Exhibit 1 – Proposed Location Plan. Depicts proposed site location of new FLL Welcome Sign.
- b) Exhibit 2 – Conceptual Design. Contains Broward County Board of Commissioners' approved conceptual design.
- c) Exhibit 3 – Existing Conditions. For Cypress Garage, aka Rental Car Center; contains partial elevation and section; partial structural drawings and general notes; partial electrical riser, panel schedule and electrical plan.
- d) Exhibit 4 - Existing Shop Drawings. For "Existing" Airport Welcome Sign; to assist with removal of the existing Airport Welcome Sign.
- e) Exhibit 5 – Staging Area. Depicts staging area for materials required for the "New" FLL Welcome Sign and Broward County Logo Sign.

3.2.2 Design-Builder is responsible for coordinating its Work with the work identified above.

3.2.3 County is responsible for securing and executing all necessary agreements with its tenants that are necessary to enable Design-Builder to perform the Work.

3.2.4 County shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3.3 Government Approvals and Permits. County will pay for the Broward County Building Permit(s) which the Design-Builder shall submit for and obtain. County shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.4 County's Separate Contractors. County shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to timely complete the Work consistent with the Contract Documents.

GC – 4 HAZARDOUS MATERIALS AND DIFFERING SITE CONDITIONS

4.1 Hazardous Materials.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any hazardous materials encountered at the Site. Upon encountering any hazardous materials, Design-Builder will stop Work immediately in the affected area and duly notify County and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected hazardous materials, County shall take the necessary measures required to ensure that the hazardous materials are remediated or rendered harmless. Such necessary measures shall include County retaining qualified independent experts to (i) ascertain whether hazardous materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that County must take either to remove the hazardous materials or render the hazardous materials harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after County's expert provides it with written certification that (i) the hazardous materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of hazardous materials.

4.1.5 Notwithstanding the preceding provisions herein, County is not responsible for hazardous materials introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless County and County's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Design-Builder has a duty to perform due diligence of the Work area to obtain existing conditions data that would affect the performance or installation of the Work. Such due diligence shall include, but is not limited to, record searches, geophysical investigations, geotechnical investigations, site inspections, and interviews with parties with knowledge of the Work area. Design-Builder shall prepare a detailed report documenting the findings of the due diligence investigation and submit the report to the Consultant and Contract Administrator prior to commencement of any construction Work.

4.2.2 In the event that, during the course of the Work, Design-Builder encounters a condition materially different from what the parties to this Agreement contemplated and from those conditions ordinarily encountered and generally recognized as inherent in the character of the Work area or as called for in the Work, Design-Builder, without further disturbing the conditions and before performing any work affected by such conditions, shall, no later than three (3) business days after their discovery, notify the Contract Administrator in writing of the existence of the aforesaid conditions. Contract Administrator shall, within two (2) business days after receipt of Design-Builder's written notice, investigate the site conditions identified by Design-Builder.

4.2.3 If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase in the time required for the performance of any part of the Work, the Contract Administrator shall recommend an equitable adjustment to the Contract Time, Contract Price or its component Contract Price Elements, which is subject to approval by the Contract Administrator or the Board pursuant to these General Conditions. If Contract Administrator and Design-Builder cannot agree on an adjustment in the Contract Time, Contract Price or its component Contract Price Elements, the adjustment shall be determined in accordance with these General Conditions.

4.2.4 No request by Design-Builder for an equitable adjustment to the Contract Price or change to the Contract Time or its component Contract Price Elements under this provision shall be allowed unless Design-Builder has given written notice in strict accordance with the provisions of this provision of the Agreement.

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

GC – 5 INSURANCE AND BONDS

5.1 The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

5.2 Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

5.2.1 Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

5.2.2 Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Company Vehicle: Yes () or No ()
If Common Carrier (indicate carrier):
Other: _____

5.2.3 Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

5.2.4 Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5.2.5 Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.

5.2.6 For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

5.2.7 For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

5.2.8 The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment,

machinery or provide any business interruption or time element coverage to the Vendor(s).

5.2.9 If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

5.2.10 In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.

5.2.11 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

5.2.12 Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

5.2.13 Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy: Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

5.3 Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

5.4 Notice of Cancellation and/or Restriction: the policy (ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

5.5 The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

- 5.6 Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.
- 5.7 Within fifteen (15) calendar days of the Board's action to approve this Agreement, the Design-Builder shall furnish a Performance Bond, in accordance with and in substantially the same form as shown in **Special Provision 13, Form GC-10: Performance Bond**, and a Payment Bond, in accordance with and in substantially the same form as shown in **Special Provision 13, Form GC-11.1: Payment Bond**.

5.7.1 The performance and payment bonds shall be furnished by the Design-Builder and 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 Agreement as well as full payment of all suppliers, material providers, laborers, or Subconsultants/Subcontractors of all tiers employed to complete the Work. Each Bond shall be with a surety company which is qualified pursuant to the Contract Documents.

5.7.2 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, the Design-Builder shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide Contract Administrator with evidence of such recording as a precondition to commencing any work.

GC – 6 PAYMENT

6.1 Schedule of Values.

6.1.1 Within ten (10) days of the First Notice to Proceed, Design-Builder shall submit for County's review and approval a detailed schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work elements defined in Article 7 of the Agreement into their respective parts; (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The County will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The County and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 County's Allowance Accounts.

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

6.2.1.1 Allowance Accounts shall be used to reimburse Design-Builder for the actual costs for furnishing all labor, materials, equipment and services necessary for modifications or extra Work required as required by Article 6.2 of the Agreement

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

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

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

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

6.2.3 The CPEAM for the required Work will be issued by the County upon receipt from Design-Builder of a satisfactory proposal for performance of the Work, and the acceptance thereof by the County.

6.2.4 County may require Design-Builder to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.

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

6.2.6 In the event that County and Design-Builder cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and Design-Builder may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum

amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by Design-Builder will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order.

6.3 Monthly Progress Payments.

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

6.4 Each application for payment shall include, but not be limited to, the following documents:

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

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

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

6.4.4 A Consent of Surety relative to Work subject of the pending pay application;

6.4.5 A completed Statement of Wage Compliance Form;

6.4.6 A Monthly Utilization Report Form;

6.4.7 Updated As-Built information for Work performed during the payment period;

6.4.8 Certified payroll records as required by the Contract Documents, if applicable;

6.4.9 Executed subcontracts, if requested by County;

6.4.10 Subcontractor and vendor invoices, if requested by County;

6.4.11 A LEED certification status report, if applicable; and

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

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

6.6 Retainage

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

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

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

6.6.4 After Substantial Completion and after completion of all items on the punch list, Contractor may submit a payment request for all remaining retainage. It shall be the County's sole determination as to whether any of the punch list items have been completed. For items deemed not to have been completed, the County may withhold retainage up to one and one-half times the total cost to complete such items. Any interest earned on retainage shall accrue to the benefit of County.

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

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

6.7.1 Defective work not remedied.

6.7.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County because of Contractor's performance.

- 6.7.3 Failure of Contractor to make payments properly to Subcontractors or for materials or labor.
 - 6.7.4 Damage to another contractor not remedied or damage to other County property not remedied.
 - 6.7.5 Liquidated Damages and actual costs incurred by Consultant or County for extended construction administration.
 - 6.7.6 Failure of Contractor to provide any and all documents required by the Contract Documents.
 - 6.7.7 Failure to perform Contract requirements.
 - 6.7.8 Overpayment made by the County as determined by audit of the Contractor's records.
 - 6.7.9 Damages caused by Contractor to County under other contracts with County.
- 6.8** Stored Materials and Equipment (on site): Contractor may store materials and equipment at the Project site only on locations designated on the plans. .
- 6.9** Payments for materials and equipment not installed will only be considered upon prior written authorization from Contract Administrator. If authorized, payment will be made to the extent of the actual invoiced cost of delivered materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites acceptable to County. Such delivered costs of stored or stockpiled materials may be included in Contractor's next payment application using and complying with conditions of the Pre-approved Stored Materials Checklists provided elsewhere in the Contract Documents, and including the following supporting documentation:
- 6.9.1 Contractor shall provide a Bill of Materials or other evidence as to the quantity and quality of such stored or stockpiled materials;
 - 6.9.2 Contractor shall provide photo records of offsite and onsite stored material. All material must be labeled properly and list the Project Name, Project Address and Project Number;
 - 6.9.3 If material is stored offsite, Contractor shall provide separate bond and property insurance coverage against all loss by damage or disappearance while at the offsite location;
 - 6.9.4 Contractor furnishes County legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled; and,

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

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

6.11 Payment of Interest. Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by County when claimed to be due shall not be subject to interest for any reason, whether as prejudgment interest or for any other purpose. In any instance where the prohibition or limitations of the foregoing subsection are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

6.12 Design-Builder's Payment Obligations.

6.12.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from County on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted.

6.13 Substantial Completion.

6.13.1 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, County shall release to Design-Builder retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.14 Final Payment.

6.14.1 After receipt of a Final Application for Payment from Design-Builder, County shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.14.2 Upon making final payment, County waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects County's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

GC – 7 CONTRACT TIME

- 7.1 Design-Builder shall perform the services required by this Agreement within the time required periods, and in accordance with the approved Project Schedule.
- 7.2 Notice to Proceed (NTP): Prior to beginning the performance of any services under this Agreement, Design-Builder must receive a Notice to Proceed. One or more Notice to Proceed may be issued if the Work is to be completed in Phases, or only a portion of the Work has been authorized, by the Contract Administrator.
- 7.2.1 The Design-Builder shall prepare and submit a project baseline schedule and monthly updates in accordance with the Special Conditions.
- 7.2.2 Work not requiring a permit may proceed following written request by the Design-Builder to the Contract Administrator and written authorization by the Contract Administrator.
- 7.3 Time is of the essence throughout this Agreement. This Project will be completed with multiple interim milestones if applicable. As such, a Substantial Completion date will be established for the Project in the Notice to Proceed. The Design-Builder must submit As-Built drawings to the Contract Administrator through the Consultant, within fifteen (15) calendar-days of achieving Substantial Completion for the entire Project. The Project shall achieve Final Completion and the Design-Builder shall be ready to submit final payment in accordance with GC-6 of this Agreement, within thirty (30) calendar days from the date certified by Contract Administrator as the date of Substantial Completion of the Project. The failure of Design-Builder to submit As-Built drawings in accordance with the requirements herein will preclude achieving Final Completion and subject Design-Builder to Liquidated Damages in the amount of **\$250** per calendar day.
- 7.4 These amounts and those specified in Article 5 are not penalties but are Liquidated Damages to County for Design-Builder's inability to complete the Project and interim milestones in a timely manner pursuant to the agreed upon Baseline Project Schedule. Liquidated Damages are hereby fixed and agreed upon by 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 or dispute concerning the amount of said damages and the cost and effect of the failure of Design-Builder to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in the Agreement and these General Conditions. Failure to meet interim Milestones shall also be cause for the County to deduct from monies otherwise due Contractor a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions. Liquidated Damages shall be deducted from monies otherwise due Contractor until Final Completion, whether or not the County terminates Contractor for cause and whether or not Surety completes the project after a

default by Contractor.

Contractor, in addition to being responsible to County for Liquidated Damages for untimely performance, shall reimburse County for all costs incurred by County to repair, restore, or complete the Work and for all costs incurred in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit change orders issued by County as costs are incurred by County.

7.5 Substantial Completion Date: When Design-Builder considers the Work, or portion thereof designated by Contract Administrator pursuant to these General Conditions, has achieved Substantial Completion, Design-Builder shall notify Contract Administrator, in writing, in accordance with the requirements of the Special Conditions. Consultant shall then promptly make a preliminary inspection of the Work. When Design-Builder and Consultant, on the basis of the preliminary inspection, determine that the Work or designated portion thereof is substantially complete. Contract Administrator shall then, with the Consultant, and Design-Builder, perform the Contract Administrator's Substantial Completion Inspection. At the completion of the Contract Administrator's Substantial Completion inspection, the Contract Administrator shall issue a Substantial Completion inspection report, including a Substantial Completion Punch List, determining whether Substantial Completion has been achieved.

7.5.1 When the Contract Administrator's Substantial Completion Inspection has determined that Substantial Completion of the Work, or a portion thereof, has been achieved, the Contract Administrator shall prepare a Certificate of Substantial Completion in the form as provided in the Special Conditions. The Certificate of Substantial Completion shall state: 1) the Date of Substantial Completion; 2) the responsibilities of County and Design-Builder for security, maintenance, payment for utilities, maintenance of utility service, damage to the Work, and insurance; and 3) list all work yet to be completed (Substantial Completion Punch List) to satisfy the requirements of the Contract Documents for Final Completion.

7.5.2 The failure to include any items of corrective work on the Substantial Completion Punch List does not alter the responsibility of Design-Builder to complete all of the Work in accordance with the Contract Documents.

7.5.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

7.6 Final Completion Date: When Design-Builder considers the Work, has achieved Final Completion, Design-Builder shall notify Contract Administrator, in writing, in accordance with the requirements of the Special Conditions. Consultant shall then promptly make a preliminary inspection of the Work. When Design-Builder on the basis of the preliminary inspection, determine that the Work has achieved Final

Completion, it will notify the Contract Administrator, who then, with the Design-Builder, performs the Contract Administrator's Final Completion Inspection. At the completion of the Contract Administrator's Final Completion inspection, the Contract Administrator shall issue a Letter Establishing Final Completion date.

7.7 Use of Completed Portions:

7.7.1 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.

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

7.7.2.1 Design-Builder shall complete the Work, or portion of Work, to the point of Substantial Completion and request inspection and issuance of a Certificate of Substantial Completion in accordance with the Special Conditions.

7.7.2.2 Upon County Administrator's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, payment for utility use, payment of wear and tear damage by County, its tenants, or the public. Design-Builder shall be responsible to maintain all utility services required to support the operation of the portion of Work occupied at the County.

7.7.2.3 Design-Builder shall complete all Punchlist items noted on the Certificate of Substantial Completion within the time specified in the Certificate of Substantial Completion and request final inspection and final acceptance of the portion of the Work occupied in accordance with the Special Conditions.

7.7.2.4 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 the County and Design-Builder. 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 Design-Builder to such occupancy or use shall not be unreasonably withheld.

GC – 8 CHANGES TO CONTRACT PRICE AND TIME

Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the Work including, but

not limited to, the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate document as provided for in this agreement. Design-Builder shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until the appropriate documentation is issued by the Contract Administrator.

8.1 Value of Changed Work: The value of any Work covered by an Amendment, CPEAM, Change Order, or any other claim for an increase or decrease to the Contract Price shall be determined in one of the following ways:

8.1.1 Where the Work involved is covered by existing unit prices in the Contract Documents, by application of unit prices to the quantity of items involved, except where there is an increase or decrease 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.

8.1.2 By mutual acceptance of a new, or adjusted, unit price which Design-Builder and County acknowledge contains a mutually agreed upon fee for overhead and profit.

8.1.3 By mutual acceptance of a lump sum amount which Design-Builder and County acknowledge contains a mutually agreed upon fee for overhead and profit.

8.1.4 On the basis of "Cost of Work", determined in as provided below.

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

8.3 The term "Cost of Work" means the sum of direct costs necessarily incurred and paid by DESIGN-BUILDER in the proper performance of the Project described in the CPEAM, Amendment, or Change Order. Except as otherwise may be agreed to in writing by County, the "Cost of Work" fee for overhead and profit shall be in amounts no higher than those provided below:

8.3.1 A mutually acceptable fixed fee not to exceed ten (10%) of the net increase to the "Cost of Work".

8.3.2 Subcontractor's and Design Consultant's percentage markup on change orders for overhead and profit shall be reasonable, but in no event shall the aggregate of all Subcontractor's and Design Consultant's overhead and profit markups exceed twelve percent (12%) of the net change to the Subcontractor's or Design Consultant's "Cost of Work".

8.3.3 In the event Subcontractor or Design Consultant is affiliated with the Design-Builder by common ownership or management, or is effectively controlled by the Design-Builder, no fee will be allowed on the Subcontractor's or Design Consultant's "Cost of Work". For purposes of this provision, this would include an affiliate of any member of a Design-build team or entity, whether Limited Liability Company, Partnership, Joint Venture, or otherwise.

8.3.4 In the event there is more than one level of Subcontractor or Design Consultant, such as second and third tier Subcontractors or Design Consultants, the sum of all of the Subcontractor's or Design Consultants including any tiered Subcontractor's or Design Consultant's percentage markups for overhead and profit shall not in the aggregate exceed fifteen percent (15%) of the net change to the Subcontractor's or Design Consultant's Cost of Work.

8.4 Allowable direct costs for work performed on a "Cost of Work" basis shall be as follows:

8.4.1 Direct cost items shall include:

8.4.1.1 Payroll costs for employees in the direct employ of Design-Builder in the performance of the work described in the Change Order under schedules of job classifications agreed upon by County and Design-Builder. 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 shall be included in the above to the extent authorized by County.

- 8.4.1.2 Cost of all materials and equipment furnished and incorporated in the Project, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless County deposits funds with Design-Builder 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 Design-Builder shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Design-Builder 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.
- 8.4.1.3 Payments made by Design-Builder to subcontractors for work performed by subcontractors. The term subcontractor shall include architects and engineers employed for services specifically related to the Project. If required by County, Design-Builder shall obtain competitive bids from subcontractors acceptable to Design-Builder 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 Design-Builder's cost of the work. Whenever a subcontractor is involved, a complete and separate breakdown must be submitted by the subcontractor for its portion of work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 8.4.1.4 Costs 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.

- 8.4.1.5 Supplemental costs including the following:
 - 8.4.1.6 The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.
 - 8.4.1.7 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 Design-Builder.
 - 8.4.1.8 Sales, use, or similar taxes related to the work, and for which Design-Builder is liable, imposed by any governmental authority.
 - 8.4.1.9 Deposits lost for causes other than Design-Builder's negligence; royalty payments and fees for permits and licenses.
 - 8.4.1.10 Cost of utilities, fuel and sanitary facilities at the site.
 - 8.4.1.11 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.
 - 8.4.1.12 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 8.4.2 Direct cost items shall not include any of the following:
- 8.4.2.1 Payroll costs and other compensation of Design-Builder 's officers, executives, principals (of partnership and sole proprietorships) , general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design-Builder 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 paragraph 8.4.1.1 above, all of which are to be considered administrative costs covered by Design-Builder's fee.
 - 8.4.2.2 Expenses of Design-Builder's principal and branch offices other than Design-Builder's off at the Project site.

- 8.4.2.3 Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the work and charges against Design-Builder for delinquent payments.
 - 8.4.2.4 Cost of premiums for all Bonds and for all insurance whether or not Design-Builder 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.
 - 8.4.2.5 Costs due to the negligence or neglect of Design-Builder, 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.
 - 8.4.2.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included herein.
- 8.5** The amount of credit to be allowed by Design-Builder 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, Design-Builder shall not be entitled to claim lost profits for any Work not performed.
- 8.6** Whenever the cost of any work is to be determined Design-Builder will submit in a form acceptable to Contract Administrator an itemized cost breakdown together with the supporting data.
- 8.7** Each Change Order must state within the body of the Change Order whether it is based upon existing unit prices, a new or adjusted unit price, negotiated lump sum, or "Cost of Work".
- 8.7.1 Whenever a change in work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the Design-Builder shall submit a detailed cost estimate, indicating direct costs for its labor, materials, and equipment in accordance with paragraph 8.4 above. The estimate shall also include a mutually agreed upon fee for overhead and profit. The detailed estimate shall include an estimate(s) obtained from the Design Consultant/Subcontractor and acceptable to Contract Administrator. The breakdown shall list in detail the total quantities and unit prices for materials, labor, equipment and a fee for overhead and profit. Whenever a change involves more than one Design Consultant/Subcontractor and the change is an increase in the Contract Price, overhead and profit percentage of each Design

Consultant/Subcontractor and the Design-Builder, if applicable, shall be itemized separately. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the Contract Price, if any. The Design-Builder's proposal for any decrease in the Contract Price shall include a five (5%) fee credit to the County.

8.7.2 Whenever a change in work is to be based on mutual acceptance of a new or adjusted unit price the Design-Builder shall submit a detailed cost estimate, indicating its direct costs for labor, materials, equipment in accordance with paragraph 8.4 above. The estimate shall also include a mutually agreed fee for overhead and profit. The detailed estimate shall include an estimate(s) obtained from the Design-Builder /Subcontractor and acceptable to Contract Administrator. The breakdown shall list in detail the total quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one Design Consultant /Subcontractor and the change is an increase in the Contract Price, overhead and profit percentage of each Design Consultant /Subcontractor and the Design-Builder, if applicable, shall be itemized separately.

8.8 Contract Price Element Adjustment Memorandum (CPEAM):

8.8.1 The Design-Builder shall submit a detailed cost estimate, indicating its direct costs for labor, materials, equipment in accordance with paragraph 8.4 above. The estimate shall also include a mutually agreed fee for overhead and profit when the CPEAM is based on a negotiated lump sum, or a new or adjusted unit price method of compensation. The detailed estimate shall include an estimate(s) obtained from the Design-Builder /Subcontractor and acceptable to Contract Administrator. The breakdown shall list in detail the total quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a CPEAM involves more than one Design-Builder/Subcontractor overhead and profit percentage of each Design Consultant /Subcontractor and the Design-Builder, if applicable, shall be itemized separately.

8.8.2 An adjustment of Contract Time may be authorized by the Contract Administrator consistent with the requirements herein, and the Contract Administrator's authority. Any change in Contract Time must be made with a written Change Order as described below.

8.9 Change Order:

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

8.9.2 If changes to subcontracted work affect the Contract Price, such changes shall be accomplished in accordance with the provisions herein. The amount of decrease in the Contract Price for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the Contract Price, if any.

8.10 Construction Change Directive: The Design-Builder is obligated to proceed with the Work set forth in the Construction Change Directive, even though there has not been an agreement reached with the Contract Administrator as to an adjustment to the Contract Price or Contract Time, and even if there is a dispute as to same. In such instances, the Contract Administrator will issue a Construction Change Directive in accordance with the Special Conditions. A Construction Change Directive shall not be the basis of the Design-Builder not performing pursuant to the Contract Documents.

8.11 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 the Contract Administrator or Design-Builder may submit the matter in dispute to Consultant as set forth in these General Conditions. During the pendency of the dispute, or upon receipt of a written Change Order issued by the Contract Administrator, Design-Builder shall promptly proceed with the change in the Work involved and advise the Contract Administrator in writing within seven (7) calendar days of Design-Builder'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.

8.12 On approval of any Contract change increasing the Contract Price, Design-Builder shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the Contract Price as increased.

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

8.14 Field Orders and Supplemental Instructions:

8.14.1 The Consultant may issue Field Orders setting forth written interpretations of the intent of the Construction Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price, Contract Time, Design Criteria Package Documents, or degradation of Project quality as determined in the sole discretion of the Contract Administrator. Design-Builder shall submit all Field Orders to the Contract Administrator for concurrence

prior to implementation of same. All Field Orders issued will become a Contract Document.

8.14.2 The Consultant shall issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents, provided such Supplemental Instructions involve no change in the Contract Price, Contract Time, Design Criteria Package Documents, or degradation of Project quality as determined in the sole discretion of the Contract Administrator. Design-Builder shall submit all Field Orders to the Contract Administrator for concurrence prior to implementation of same. All Supplemental Instructions issued will become a Contract Document.

8.15 Design-Builder's Claim for a Change in Contract Price:

8.15.1 Any claim for a change in the Contract Price shall be made by written notice delivered by Design-Builder to the Contract Administrator with a copy Consultant, within two (2) calendar days of the commencement of the event giving rise to the claim for a change in the Contract Price, and stating the general nature of the change.

8.15.2 Within ten (10) calendar days of the termination of the event giving rise to the claim, the Design-Builder shall provide a detailed written description of the extent of the claim with supporting data to the Contract Administrator, unless Contract Administrator allows additional period of time to Design-Builder to ascertain more accurate data in support of the claim. The description shall be accompanied by Design-Builder's written statement that the adjustment claimed for additional Contract costs is the entire cost adjustment to which the Design-Builder has reason to believe it is entitled as a result of the occurrence of said event.

8.15.3 All claims for adjustment in the Contract Price shall be determined by Contract Administrator in accordance with the Contract Documents. If Contract Administrator and Design-Builder cannot otherwise agree, either party may request that the resolution be reviewed in accordance with these General Conditions.

8.15.4 NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS PROVISION OF THE AGREEMENT.

8.16 Design-Builder's claim for an adjustment in the Contract Time:

8.16.1 Any claim for a change in the Contract Time shall be made by written notice delivered by Design-Builder to the Contract Administrator with a copy to Consultant, within two (2) calendar days of the commencement of the event giving

rise to the claim for additional Contract Time, and stating the general nature of the delay.

8.16.2 Within ten (10) calendar days of the termination of the event giving rise to the claim, written description of the extent of the claim with supporting data and applicable Time Impact Analysis showing the delay in accordance with the Special Conditions, shall be delivered to the Contract Administrator, unless Contract Administrator allows additional period of time to Design-Builder to ascertain more accurate data in support of the claim. The description shall be accompanied by Design-Builder's written statement that the adjustment claimed for additional Contract Time, is the entire time adjustment to which the Design-Builder has reason to believe it is entitled as a result of the occurrence of said event.

8.16.3 All claims for adjustment in the Contract Time shall be determined by Contract Administrator. If Contract Administrator and Design-Builder cannot otherwise agree, either party may request review of the claim in accordance with these General Conditions.

8.16.4 NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS PROVISION OF THE AGREEMENT.

8.17 The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of, and through no fault or negligence of, Design-Builder if a claim is made therefore as provided for in these General Conditions. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by County, or Force Majeure Events.

8.17.1 Any claim for additional Contract Time must show that the Critical Path activities or Controlling Item of Work, were extended beyond the date shown on the current approved Baseline Schedule.

8.17.2 Further, any claim for additional Contract Time must show that the Design-Builder was prevented from performing at least 50% of the activity for three consecutive days.

8.18 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided for herein.

GC – 9 DELAYS

9.1 **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. Design-Builder 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 Force Majeure Events, delay, disruption, interference or hindrance from any cause whatsoever, whether such Force Majeure Event(s), 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 Design-Builder for hindrances or delays due solely to fraud, bad faith or active interference, not merely negligence, on the part of County or its agents. Otherwise, Design-Builder 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.

9.2 Excusable Delay: Compensable and Non-Compensable

9.2.1 Delay which extends the completion of the Work as described herein, and which is caused by a circumstance beyond the control of Design-Builder or its Design Consultants, Subcontractors, material persons, suppliers, or vendors is Excusable Delay. Design-Builder may be entitled to a time extension of the Contract Time for each day the critical path work is delayed due to Excusable Delay, as described below. Design-Builder shall document its claim for any time extensions as provided for herein.

9.2.2 Excusable Delay may be compensable or non-compensable.

9.2.2.1 *Compensable Excusable Delay.* Excusable Delay is only compensable when (i) the Delay extends the Contract Time and, (ii) is due solely to fraud, bad faith or active interference, not merely negligence, on the part of County, or its Consultant, and (iii) The Delay is not concurrent with a Non-Compensable Delay. In no event shall Design-Builder be compensated for delays which do not extend the Contract Time.

Design-Builder shall be entitled to liquidated indirect costs for Compensable Excusable Delay.

County and Design-Builder recognize and agree that the amount of Design-Builder'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 Design-Builder 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 Design-Builder 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 recoverable shall be Three Hundred Nine Dollars **(\$309.00)** per day for each day the Contract is delayed due to a Compensable Excusable Delay.

9.2.2.2 *Non-Compensable Excusable Delay.* When Excusable Delay is (i) caused by circumstances beyond the control of Design-Builder, its Subcontractors, Design-Consultants, material persons, suppliers and vendors, and is also caused by circumstances beyond the control of the County or (ii) is caused jointly or concurrently by Design-Builder or its Subcontractors, Design-Consultants, material persons, suppliers or vendors and by the County, then Design-Builder shall be entitled to a time extension equal to the actual number of days delayed on the critical path. In no case shall the Design-Builder be entitled to an increase the Contract Price, nor any damages for the delay.

9.3 Non-Excusable Delay:

Any delay which extends the completion of the Work or portion of the work beyond the Contract Time and which is caused by the act, fault or omission of the Design-Builder or any Design Consultant or Subcontractor, materialmen, supplier or vendor to Design-Builder. Delays in submitting for, or obtaining permits caused by Design-Builder's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for a Contract Time extension, shall not be cause for a change to the Contract Price, and may subject the Design-Builder to Liquidated Damages.

9.4 CONSEQUENTIAL DAMAGES

9.4.1 NEITHER DESIGN-BUILDER NOR COUNTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

GC-10 DISPUTES

10.1 Contract Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the 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 Contract Administrator's decisions of all claims, questions, difficulties and disputes shall be

final and binding to the extent provided herein.

- 10.2** Unless a different period of time is agreed upon, Contract Administrator shall notify Design-Builder in writing of Contract Administrator's decision within fourteen (14) calendar days from the date of the receipt of the claim. During the pendency of any dispute and after a determination thereof, Design-Builder, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. Design-Builder may not refuse to perform work that is the subject of a dispute or a Claim.
- 10.3** In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination.
- 10.4** Design-Builder may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.
- 10.5** If any Claims remain unresolved at Final Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party's reasonable attorneys' fee and court costs incurred in enforcing compliance.
- 10.6** All requests and Claims for increases to the Contract Time or Contract Price shall be waived if not submitted in strict accordance with the requirements of this section, the satisfaction of which shall be conditions precedent to entitlement and proceeding with litigation.

GC – 11 RIGHT TO STOP WORK

11.1 County's Right to Stop Work.

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

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

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

GC – 12 MISCELLANEOUS

12.1 Sensitive Security Information (SSI).

12.1.1 SSI is defined as information which is determined by the County to be of an airport security nature and: (i) the County takes steps to maintain the information; and (ii) the document is not otherwise available in or considered to be in the public domain. The Design-Builder agrees to maintain the confidentiality of the SSI and agrees to use the SSI solely in connection with the Project.

12.2 Provisions Pertaining to Airport Projects.

12.2.1 Airport Security Program and Aviation Regulations: Design-Builder agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Design-Builder, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Design-Builder 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 Design Consultants, Subcontractors, employees, invitees and guests of Design-Builder observe these requirements. If required by the Aviation Department, Design-Builder shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Design-Builder, its Design Consultants, 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 Design-Builder 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. Design-Builder 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 Design-Builder fails to remedy any such deficiency, the County may do so at the sole cost and expense of Design-Builder. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

12.2.1.1 Access to Security Identification Display Areas and Identification Media. Design-Builder 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, Design-Builder shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Design-Builder's personnel transferred from the Airport, or terminated from the employ of Design-Builder, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Design-Builder 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. Design-Builder 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 Design-Builder 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.

12.2.1.2 Operation of Vehicles on the AOA: Before Design-Builder shall permit any employee of Design-Builder or of any Design Consultant, Subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Design-Builder shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Design-Builder or of any Design Consultant or 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, if applicable.

12.2.1.3 Consent to Search/Inspection: Design-Builder 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. Design-Builder further agrees on behalf of itself, and its Design Consultants and 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. Design-Builder 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, Design-Builder agrees that persons not executing such consent-to-search/inspection form shall not be employed by Design-Builder or by any Design Consultant or Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Design-Builder or by any Design Consultant or Subcontractor.

12.2.1.4 Design-Builder understands and agrees that if any of its employees, or the employees of any of its Design Consultants or 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.

12.2.1.5 The provisions hereof shall survive the expiration or any other termination of this Agreement.

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

12.2.3 Design-Builder agrees to insert the foregoing sentence in any agreements between Design-Builder and Design Consultants or Subcontractors engaged to provide services pursuant to this Agreement.

12.2.4 If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the

prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

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

12.2.6 Protection of Records: Design-Builder shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in Design-Builder's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing

such security measures as are reasonably available, considering the customary practice within consultant's/Design-Builder's trade or profession. If requested by County, Design-Builder shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by Design-Builder in conjunction with this Agreement.

12.2.7 Breach of Agreement Terms – Sanctions: Any violation or breach of the terms of this contract on the part of Design-Builder or its Design Consultants or Subcontractors may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this Agreement.

12.2.8 Right to Inventions: All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and the County. Information regarding these rights is available from the FAA, TSA and the County.

12.2.9 Trade Restrictions Clauses to be included in All Solicitations, Contracts, and Subcontracts: Design-Builder, its Design Consultants or Subcontractors, by submission of an offer and/or execution of a contract, certifies that it:

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

12.2.9.2 Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

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

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Design-Builder, Design Consultant or Subcontractor who is unable to certify to the above. If Design-Builder knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA, or TSA,

may direct through the County cancellation of the contract at no cost to the Government.

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

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

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

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

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

12.2.10 Termination of Contract (All Contracts in Excess of \$10,000):

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

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

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

12.2.10.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that Design-Builder had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the Contract Price shall be made as provided in 12.2.10.2 of this clause.

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

12.2.11 Suspension and Debarment Requirements for All Contracts Over \$25,000 (and for All Contracts for Auditing Services Regardless of the Amount.): The bidder/offeror/consultant/Design-Builder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/Design-Builder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

12.2.12 Restriction on Lobbying: The bidder/offeror/consultant/Design-Builder agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/ Design-Builder, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or

cooperative agreement.

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

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

12.2.13 Prompt Payment - For Federally Assisted Contracts: If this Agreement is funded by any federal grants, then Design-Builder hereby agrees to pay its Design Consultants or Subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the County. Design-Builder further agrees, if Design-Builder has withheld retainage from its Design Consultants or Subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a Design Consultant or Subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE Design Consultants or Subcontractors.

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

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

SPECIAL PROVISIONS

SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE

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

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

2. The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. Contractor understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. Contractor agrees to meet its CBE participation commitment as described in the Contract Documents, "Summary of Terms and Conditions" by utilizing the CBE firms for the work and percentage of work amounts identified in each Letter Of Intent.

Contractor may not terminate for convenience a CBE firm listed as a Subcontractor in the Contractor's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, Contractor shall, with notice to and concurrence of the Broward County Office of

Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

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

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

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

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

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

6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by Contractor, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between Contractor and County; nor shall County incur any cost, fee, or liability relative to any arbitration proceeding.

6.3 Nothing under this Article shall be construed to limit the rights of and remedies available to County, including the right to seek its own damages pursuant to this Contract.

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

8. If Contractor fails to comply with the requirements of this Contract, or the requirements of the Broward County Business Opportunity Act of 2012, County shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Contract, or under applicable law, with all such rights and remedies being cumulative.

SPECIAL PROVISION 1B:
DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

NOT USED

SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM

NOT USED

SPECIAL PROVISION 2A: PREVAILING WAGE RATES

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

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto), however, no rate will be lower than the current rates established by the County's Living Wage Ordinance, as adjusted. The current Living Wage rates are posted on the Purchasing Division's website at: <http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx>.
2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the County Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the County Representative that any laborer or mechanic or apprentice employed by Contractor, or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance or this Agreement, the County Representative may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.
5. Sections 1 through 4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.
6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
7. Contractor shall submit, with each requisition for payment, a signed and sworn

Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

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

SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES

NOT USED

SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

Contractor will comply with the County's Domestic Partnership Act (Section 16½ of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the Contractor to comply shall be a material breach of the Contract, entitling the County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the Contractor until the Contractor complies; (2) termination of the Contract; (3) and suspension or debarment of the Contractor from doing business with the County.

SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement, which is a part of the Contract Documents.
2. 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.
3. The policy (ies) must be endorsed to provide the COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.
4. CONTRACTOR shall furnish to the COUNTY Representative Certificates of Insurance or endorsements evidencing the insurance coverage specified within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in bid document, Form 00400-8, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
5. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
6. 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. COUNTY and Consultant are to be expressly included as Additional Insureds in the name of Broward County and Consultant with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and Consultant as additional insureds.

8. CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.
9. 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.

Notice of Cancellation and/or Restriction--The policy (ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation or non-renewal and/or restriction. COUNTY reserves the right to require a certified copy of such policies upon request

SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS – OCIP

NOT USED

SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)

NOT USED

SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

NOT USED

SPECIAL PROVISION 7A – 7D: DISPUTE AVOIDANCE PANEL

NOT USED

SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

NOT USED

SPECIAL PROVISION 9:
FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

NOT USED

SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED

SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

NOT USED

SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB) and physical drives.

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. **Prior to commencing work under any Contract, the Consultant/ Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:
<http://www.broward.org/Airport/Business/Standards>

(A) General Requirements:

- 1) All work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.
- 2) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an original CAD file).

(B) Software Formats:

CAD Format

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2013 or later for Windows in native .DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- 2) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

- 3) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- 4) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.
- 5) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- 6) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- 7) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.

- 8) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (E) (1) below, "Non-Graphical Format", for additional requirements for non-geospatial databases.
- 9) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/ Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.
- 10) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:

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

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) CAD files should be named as described in BCAD's CAD Standard.
- 3) Layering:
 - a) CAD layers must be named according to BCAD's CAD Standard.
 - b) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written BCAD approval.
 - c) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- 4) Attribute Definitions:
 - a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
 - b) CAD data shall be attributed following Section 4.2, "Object Data", of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD

Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

5) Conformance:

- a) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD's Contract Administrator.
- b) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
- c) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

(D) Digital Photography:

Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.

- 1) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).
- 2) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

(E) Non-Graphic Format:

- 1) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- 2) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, *et seq.*, and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.
 - a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including but not limited to fl.net.
 1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.

2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
- b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

(F) Delivery Media and Format:

- 1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- 2) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- 3) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor, and certified as per submittal requirements in Section (H)(2)(c) below.
- 4) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- 5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
 - a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of Interest (RLI) number.
 - b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport")
 - c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
 - d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.
 - e) Special requirements for Sensitive Security Information (SSI):
 1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
 2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520. *WARNING: This record contains Sensitive Security Information that is*

controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

- 6) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
 - c) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
 - d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.
 - e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.
 - f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
 - g) Do not bind or explode any drawing references such as blocks and XREFs.
 - h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:

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

(H) Submittal:

- 1) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
 - (3) List of all new symbol blocks created for project, which was not provided to

Consultant/Contractor with the BCAD-furnished materials.

- (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
- (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
- (6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
- (7) Provide the following information for each finished drawing in a PDF document:
 - (a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - (b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
 - (c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - (d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.
 - (e) Text fonts, line styles\types used, and GIS layer file settings.

(I) Ownership:

- 1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.
- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
- 3) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

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

- 1) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
 - b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
 - c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

(K) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.
- 2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

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SPECIAL PROVISION 13:
CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.

FORM GC-1: MONTHLY CBE UTILIZATION REPORT



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()	

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
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:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

FORM GC-2: FINAL CBE UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()	

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
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:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____

Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and Living Wage Ordinance, Section 26-100 et al (not federally funded) or Davis Bacon Act (federally funded) and the applicable conditions of the Contract.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)

SS.

COUNTY OF)

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS

Consent of Surety to Pay Application for Payment

PROJECT NAME: _____ PROJECT NO.: _____
CONTRACTOR: _____
A/E CONSULTANT: _____

**Attachment to Application for Payment No. _____ dated _____
in the amount of \$ _____**

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

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

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

<u>(Subcontractor/material supplier name and telephone number)</u>	<u>(amount of claim)</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

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

Attest:

Witnesses:

Representative

Surety: _____
Signature of Authorized

_____ Title: _____

(Seal)

Attachment: Surety Power of Attorney

FORM GC-5 CONSENT OF SURETY – CHANGE ORDER

CONSENT OF SURETY AND INCREASE OF PENALTY	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
--	--------------------	------------------------	----------

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

5. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
A.		\$	\$
B.		\$	\$
C.		\$	\$

8. INDIVIDUAL PRINCIPAL	A. BUSINESS ADDRESS	B. SIGNATURE*		(Affix Seal)
		C. TYPED NAME AND TITLE		
		D. DATE THIS CONSENT EXECUTED		
9. CORPORATE PRINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS	B. PERSON EXECUTING CONSENT (Signature) *		(Affix Corporate Seal)
		BY		
		C. TYPED NAME AND TITLE		
		D. DATE THIS CONSENT EXECUTED		

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

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)				
A	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		C. TYPED NAME AND TITLE		
		D. DATE THIS CONSENT EXECUTED		
B	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		C. TYPED NAME AND TITLE		
		D. DATE THIS CONSENT EXECUTED		
C	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		C. TYPED NAME AND TITLE		
		D. DATE THIS CONSENT EXECUTED		

Add similar signature blocks on the back of this form if necessary for additional co-sureties.

FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (County): _____

Consultant: _____

Contractor: _____

Contract No. _____

Project (Name and Address): _____

Notice to Proceed Date: _____ Date of Issuance: _____

Project or Designated Portion Shall Include:

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

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

CONSULTANT BY DATE

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

CONTRACTOR BY DATE

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

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS _____
By County Representative DATE

FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

<u>Subcontractor name and address</u>	<u>Date of disputed invoice</u>	<u>Amount in dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

Contractor

B
y _____
(Signature)

B
y _____
(Name and Title)

STATE OF _____
County OF _____

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

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

located at: _____, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof through _____ (date), except as follows:

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

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

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

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

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

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

WITNESS:

CONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Company Name

(Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

_____.

WITNESS:

CONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

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

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

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

The Prime Vendor certifies the following:

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

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2____,

By _____ (Print Name) as _____ (Title)

of _____ (Prime Vendor), known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

Notary Public:

_____ (Signature)

_____ (Print Name)

Commission No: _____ Expires: ___/___/___

(Seal)

State of _____ at Large

FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

SUBCONTRACTOR NAME	CERTIFIED CBE	NON CERTIFIED
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

CONTRACTOR:

ATTEST:

(Name of Contractor)

Secretary

By _____
(Signature and Title)

(Print/Type Name)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

FORM GC-11-1: PAYMENT BOND

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

Business Address: _____

Phone: _____

And _____, as Surety, located at:

Business Address: _____

Phone: _____

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

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

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and,
- 2) Promptly makes payments to all claimants as defined by Section 255.05(1) Florida Statutes for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
 - a) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
 - b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a written notice that he or she intends to look to the bond for protection.

- c) A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, no earlier than 45 days, or no later than ninety (90) days after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to Contractor and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- d) No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.
- e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

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

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

ATTEST:

CONTRACTOR:

Secretary

(Name of Contractor)

(Print/Type Name)

By _____

(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____

Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____

(Street)

(Print Name)

(City/State/Zip Code)

FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

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

_____ (Seal) as Secretary of

(Name of Corporation)
(SEAL)

AUTHORIZED REPRESENTATIVE

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

as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA)

) SS.

County OF BROWARD)

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

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

My commission expires:

Notary Public, State of Florida at Large

Bonded by _____

FORM GC-12: CHANGE ORDER

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: ##

Project: ### - Project/Contract Name
Contract: ##### Vend: Name of Vendor

Description of Changes, Reasons Therefore, and Cost and/or Time Changes For Each:
Cost Basis:

Line Nbr.1		\$0.00	0
Description : Text Description of Change, calculations detailing costs			
<p>In consideration of the County's issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impacts which may result from protracted performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.</p> <p>Reason : Reason for the change</p> <p>Cause : Cause of the change</p>			

PURCHASING INFORMATION			
PO :			
Original Award : \$##,###.## ## Days	Approved Amendments : 0 \$##,###.## # Days	Approved COs : \$##,###.## ## Days	Previous Revised : \$##,###.## ## Days
This ESTIMATED Change Order:		INCREASE/DECREASE	\$##,###.## Number of Days Impacted CHANGE
New Revised Contract:		\$##,###,###.##	### Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT
MM/DD/YYYY
Percentages may not total exactly, due to rounding Source: ContractCentral

FORM GC-13: CPEAM REQUEST



CPEAM REQUEST FORM

CPEAM No. _____	Project: _____	CMR Firm: _____
Date: _____	PO No.: _____	Proj. Mgr: _____
Initiated by: _____		
CPEAM Sources of Funds: _____		

- Airlines
- A/E
- General Contractor
- Other
- Owner-BCAD
- Program Manager
- Trade Contractor
- Construction Project Manager (CPM)

- Contractor's Direct Construction Cost
- Contractor's General Conditions
- Contractor's Management Services
- Contractor's Fixed Fee
- Document Completion Contingency
- Contractor's Construction Contingency (incl. Early Work)
- County's Construction Contingency
- Contractor's Early Construction Work

- Contractor's Early Construction General Conditions
- County's Early Work Contingency
- Contractor's Pre-Construction Services
- FAA Allowance
- FDOT Allowance
- Utility Relocation Allowance
- Other Regulatory Agency Allowance

CPEAM Reason Key:

- Consultant Directive
- A/E Errors and Omissions
- Force Majeure
- Other Agency Change
- Owner Directive
- Regulatory Change
- Unforeseen Conditions

Applicable Contract Document Section:

Expected Costs: _____ Merit No Merit

Description of Change

Cause and Justification for Item & Action Taken (including schedule impact)

Budget & Funding Analysis

FORM GC-13: CPEAM REQUEST (continued)



CPEAM REQUEST FORM

CPEAM No. _____ **Project:** _____ **CMR Firm:** _____

APPROVAL & AUTHORIZATION

Construction Project Manager (CPM)

Reviewed & Recommended by: _____
 Date: _____
 Reviewed for Discussion: _____
 Date: _____

Architect / Engineer (A/E), (if necessary)

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

PMO Project Manager

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

BCAD Project Manager

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

PMO Program Director

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

BCAD Contract Administrator (CA)

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

Purchasing Director's Representative

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

County Attorney (for Form & Legality, if necessary)

Accepted by: _____
 Date: _____
 Rejected by: _____
 Date: _____

Attachments:

1. Attachment 1 – CPEAM Analysis Worksheet & Allocation Worksheet Detail Calculation
2. Attachment 2 – CPEAM dated _____
3. Attachment 3 – Independent Cost Estimate dated _____
4. Attachment 4 – Record of Negotiations and Sign-in Sheet
5. Attachment 5 – Proposal, ___ dated _____
6. Attachment 6 – RFI Back-up data

SPECIAL PROVISION 14: FUNDING BY STATE OF FLORIDA

NOT USED



Bid Alerts

Updated Qualifications/Certification
This agency has changed or updated qualifications/certifications. Please [update or register](#).

Bid #PNC2115316P1 - FLL Welcome Sign and Broward County Logo Sign



Broward County Board of County Commissioners, FL

Time left: **Bid has ended**

Bid started: Dec 07, 2017 10:23:14 AM EST

Bid ended: Bid Closed On Feb 07, 2018 5:00:00 PM EST

Pre-bid conference: Optional

Details Documents Line items Q&A Pre-bid conference Vendor ads Planholder's list

Bid #PNC2115316P1 - FLL Welcome Sign and Broward County Logo Sign



Time started: Dec 07, 2017 10:23:14 AM EST
 Bid contact: [See contact information](#)
 Issuing agency: Broward County Board of County Commissioners, FL [See other Bids by this agency](#)
 Bid Comments: **This is a non-CCNA Design Build Project.**

Scope of Work: Broward County Aviation Department is seeking a Design-Build contractor to design and construct a "new" welcome sign and Broward County logo sign for the main entrance to Fort Lauderdale-Hollywood International Airport (FLL). These illuminated signs will be mounted to the Cypress Garage, also known as the Rental Car Center (RCC).

The services being procured will include architectural, manufacturing, structural, electrical, maintenance of traffic (MOT), and phasing work, including removal of the existing Airport welcome sign, and the design, construction and installation of the two (2) new illuminated signs.

Goal Participation: This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

Bid Bond: Vendor must submit an original Bid Bond at time of solicitation due date in order to be responsive to solicitation requirements. Refer to Special Instructions and Bid Bond, Payment-Perf Guaranties and Qual of Surety Requirements, for submittal instructions.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.**

Added on Dec 22, 2017:
 The following are modifications to [PNC2115316P1 Agreement for Design-Build for FLL Welcome Sign and Broward County Logo Sign](#). Words in ~~strike through~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. Special Provision 2A: Prevailing Wage Rates

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto), **however, no rate will be lower than the current rates established by the County's Living Wage Ordinance, as adjusted. The current Living Wage rates are posted on the Purchasing Division's website at: <http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx>**

...

4. In the event it is found by the County Representative that any laborer or mechanic or apprentice employed by Contractor, or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance or this Agreement.....

2. Form GC-3: Statement of Compliance (Prevailing Wage Rate) has been replaced in its entirety. Refer to document named: Addendum No. 1, FORM GC-3 Statement of Compliance, PNC2115316P1, FLL Welcome Sign and Broward County Logo Sign

Added on Jan 12, 2018:
The following are modifications to PNC2115316P1 Agreement for Design-Build for FLL Welcome Sign and Broward County Logo Sign. Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

The bid opening has been REVISED to Friday, February 2, 2018 at 5:00 pm.

Questions and Answers has been reopened until Wednesday, January 24, 2018 at 5:00 pm.

Added on Jan 31, 2018:
The following are modifications to PNC2115316P1, FLL Welcome Sign and Broward County Logo Sign words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

The solicitation opening date has been **REVISED** to Wednesday, February 7, 2018 at 5:00 pm.

The RLI-RFP-RFQ Local Vendor Certification Form has been deleted in its entirety and had been replaced with the following named form: **RFP-RLI-RFQ Local Preference – Tie Breaker Certification**

Bid Bond: [See bid bond information](#)
Classification codes: [View classification codes](#)
Contract duration: One Time Purchase
Contract renewal: Not Applicable
Prices good for: Not Applicable
Bid Allowance Amount: \$25,000.00
Regions: [View regions](#)

[Vendor viewed report](#)

Fill out the qualifications for this agency. [Click here](#)

- Addendum # 1 - made on Dec 22, 2017 7:34:58 AM EST

Description/Bid Comments: (Information was added)
New Documents: Addendum No. 1, FORM GC-3 Statement of Compliance, PNC2115316P1, FLL Welcome Sign and Broward County Logo Sign.pdf
- Addendum # 2 - made on Jan 12, 2018 8:34:47 AM EST

Previous Bid End Date: Jan 19, 2018 5:00:00 PM EST **New Bid End Date:** Feb 02, 2018 5:00:00 PM EST
Previous Q&A End Date: Jan 05, 2018 5:00:00 PM EST **New Q&A End Date:** Jan 24, 2018 5:00:00 PM EST
Description/Bid Comments: (Information was added)
- Addendum # 3 - made on Jan 31, 2018 10:18:28 AM EST

Previous Bid End Date: Feb 02, 2018 5:00:00 PM EST **New Bid End Date:** Feb 07, 2018 5:00:00 PM EST
Description/Bid Comments: (Information was added)
Removed Terms Documents: RLI - RFP - RFQ Local Vendor Certification Form
New Terms Documents: RFP-RLI-RFQ Local Preference - Tiebreaker Certification
-

This bid has ended.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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