



## GE INTERNATIONAL, INC. HARDWARE AND MAINTENANCE AGREEMENT

This Hardware and Maintenance Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and GE International, Inc., through its Industrial Services business unit, a Delaware corporation ("Provider").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

- 1.1 Board. The Board of County Commissioners of Broward County, Florida.
- 1.2 Contract Administrator. Director of the Operations Division, Port Everglades Department, or such person's successor as designated by County in writing.
- 1.3 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Hardware that Provider customarily furnishes to purchasers of the Equipment.
- 1.4 Equipment. The hardware and other property identified in Exhibit A as well as any additional Equipment provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment. Without any charge during the term of the Agreement, Provider shall supply any updates, upgrades, and releases to any software and firmware provided with the Equipment that are made available to Provider's other customers.
- 1.5 Maintenance Services. The preventive maintenance and support services as described in Exhibit A, as well as any additional maintenance services as may be requested by County pursuant to a Work Authorization executed by both parties.
- 1.6 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.

### ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Statement of Work</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>

If there is a conflict or inconsistency between any provision contained in Articles 1 - 11 and any provision contained in any of the Exhibits, the provision of Articles 1 - 11 shall prevail and be given effect unless expressly stated to the contrary.

### **ARTICLE 3. SCOPE OF SERVICES**

3.1 Provider shall perform all work specified in this Agreement, inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials and tasks required to provide the Maintenance Services.

3.2 Provider shall provide the Maintenance Services as stated on Exhibit A for all Preventive Maintenance Equipment for the duration of the Agreement without the need to issue Work Authorizations or Notices to Proceed, unless and until otherwise indicated by the County in writing to Provider. In addition, to the extent ordered by County pursuant to a Work Authorization executed by both parties, Provider shall provide any such other or additional Maintenance Services as may be requested by County pursuant to an appropriate Work Authorization.

3.3 County shall issue Purchase Order(s) and Work Authorization(s) to Provider under this Agreement for Provider to provide Equipment, perform additional Maintenance Services, or for other Optional Services. Any Purchase Order issued by the County that purchases equipment at the prices and quantities stated in a valid quote previously provided by Provider shall be effective when issued; otherwise any Purchase Order shall be effective when accepted in writing by Provider. Work Authorizations will be substantially in the form attached hereto as Exhibit D and executed on behalf of both parties. Other than providing Equipment, Provider shall not commence any services under a Work Authorization until the County issues a Notice to Proceed for the applicable services.

3.4 Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit D hereto) executed by the Provider and County pursuant to this Section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute any Work Authorization for which the total cost to County is less than \$30,000.00; the Purchasing Director may execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized

Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed and written acknowledgement of such Notice to Proceed by Provider.

#### ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of three (3) years from the Effective Date (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for two (2) additional one (1) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on a one-time basis on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

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

4.4 Delivery. Provider shall deliver the Equipment and Documentation to County on or before the delivery date or time period stated in the applicable Purchase Order or Work Authorization at the address to be provided by County. Title to Equipment shall pass to County upon delivery in accordance with the delivery point as stated in the Purchase Order or Work Authorization. Provider grants only a license, and does not pass title, for any software provided by Provider under this Agreement. Risk of loss shall pass to County upon delivery in accordance with the terms of the applicable Purchase Order or Work Authorization.

4.5 Final Acceptance. Within ten (10) days following delivery, County shall inspect the Equipment, with the assistance of its Enterprise Technology Services ("ETS") to the extent applicable under Broward County Administrative Code Section 22.148, to determine whether the Equipment meets the specifications stated in the applicable Purchase Order or Work Authorization (including any Acceptance Criteria stated therein) and the applicable Documentation ("Final Acceptance"). In the event of a conflict between the Acceptance Criteria and the Documentation, the Acceptance Criteria shall prevail. Final Acceptance shall be deemed given by the County if the Equipment is not inspected with such ten (10) days period as described in this Section 4.5, unless County requested an extension prior to the expiration of

the testing period, which extended period shall not cumulatively exceed thirty (30) days unless otherwise agreed by the parties in writing.

4.6 If the Equipment fails to receive Final Acceptance within the applicable period per Section 4.5, County shall have the option, in consultation with the Provider, to either (a) terminate the applicable Purchase Order or Work Authorization as to the Equipment at issue by written notice from its Contract Administrator, in which event Provider shall, within fifteen (15) days, pick up the applicable Equipment at Provider's expense and reimburse all sums paid by County for the applicable equipment under the Purchase Order or Work Authorization at issue, or (b) have the Equipment repaired or replaced by Provider (as elected by Provider) in which event the parties will cooperate in establishing an appropriate timeline and amending the applicable Work Authorization or Purchase Order as may be necessary.

4.7 Time is of the essence for all performance required under this Agreement. If at any time the Provider's actual progress falls behind the agreed upon schedule, or it becomes apparent that it will so fall behind, Provider shall, at the request of County, prepare and submit to County a revised plan for completion of the work at no additional cost to County, including one or more of the following as Provider reasonably deems appropriate: working longer shifts; adding second or third shifts; increasing levels of manpower and equipment; or performing various tasks concurrently, taking into account the prevailing circumstances, and shall notify County of the steps being taken to expedite progress so as to attain completion of the work within the agreed upon schedule requirements, any extension thereof entitled hereunder, or any extended period as may otherwise be agreed upon between County and Provider. In the event Provider fails to recover the schedule as aforesaid, then County may, as its sole remedy for time is of the essence, terminate a Work Authorization and/or Purchase Order for material default in accordance with Article 9 hereunder. Both parties shall reasonably cooperate to minimize delays and avoid adverse consequences of any delay. Any delays caused by one party shall extend the time for performance by the other party by a commensurate amount of time. Any extensions to the time periods for performance required under this Agreement shall be by agreement and affected in writing by the parties.

**ARTICLE 5. COMPENSATION**

5.1 For the Initial Term, County will pay Provider up to a maximum amount as follows:

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
Maintenance Services	Duration of the Agreement (inclusive of any renewals)	\$290,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$200,000.00
<b>TOTAL NOT TO EXCEED</b>		<b>\$490,000.00</b>

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule) and any changes as agreed to in writing

by the parties, which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement, but such limitations do not modify or diminish the obligations of Provider stated under this Agreement subject to an applicable Purchase Order and/or Work Authorization to perform all work in accordance with the terms of this Agreement and/or applicable Purchase Order and/or Work Authorization. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

## 5.2 Method Of Billing And Payment

5.2.1 Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. To the extent applicable, Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made.

5.2.2 County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed by the Contract Administrator. County shall have the right, upon written notice to Provider, to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. Any such payments withheld by County shall be paid to Provider immediately upon Provider's compliance with such requisite term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its CBE subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

## 5.3 Payment shall be made to Provider as follows:

By Mail: GE International, Inc.  
P.O. Box 281997  
Atlanta, GA 30384-1997

By Wire: Deutsche Bank Trust Comp  
ACC# 50280397  
ABA# 021001033  
New York, NY  
Swift Code: BKTRUS33

5.4 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.5 Fixed Pricing. Prices to the extent stated in Exhibit B shall remain firm and fixed for the term of the Agreement. However, Provider may offer incentive or volume discounts to County at any time.

5.6 Taxes. County represents to Provider that County is exempt from otherwise applicable state and local sales, use, excise or other taxes relating to the Equipment or Maintenance Services to be provided by Provider.

#### **ARTICLE 6. WARRANTIES**

6.1 Ownership. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity.

6.2 Equipment and Maintenance Services Warranty. Provider represents and warrants to County that for a period of one (1) year from the date of first use or eighteen (18) months from delivery, whichever occurs first, the Equipment will meet the specifications stated in the Documentation and the applicable Purchase Order or Work Authorization and will be free from defects in workmanship and material. The warranty for Maintenance Services shall expire twelve (12) months after performance of the service(s), and such Maintenance Services shall be performed in a competent, diligent manner in accordance with any mutually agreed to specifications. This warranty shall not cover any failure of the Equipment resulting from (a) improper use, storage, installation, operation, and maintenance of the Equipment (other than by Provider) in other than the manner for which it was intended; or (b) modification or repair of the Equipment by County not performed by Provider or authorized by Provider in writing, or (c) normal wear and tear. Failure to meet any such conditions renders the warranty null and void.

6.3 Remedy for Breach of Equipment and Maintenance Services Warranty. In the event of written notice from County of a breach of warranty pursuant to Section 6.2, Provider shall, at its option, promptly take action to correct the warranty breach by repairing or replacing Equipment and/or reperformance of Maintenance Services. In addition, upon notice from County of any error or defect in the Equipment, Provider will provide to County, as soon as

practicable, any known reasonable method(s) of operating the equipment in a manner which eliminates the adverse effects of the error or defect. If despite Provider's reasonable efforts, Equipment subject to breach of warranty cannot be repaired or replaced, or nonconforming Maintenance Services cannot be reperformed, Provider shall refund or credit monies paid by County for such nonconforming Equipment and Maintenance Services within thirty (30) days. Any repaired or replaced Equipment or part thereof will be warranted for one (1) year from the date of provision of the applicable warranty remedy (repair or replacement) that rendered the Equipment conforming. For avoidance of doubt, Provider's responsibilities set forth hereunder for such repaired or replaced Equipment shall end one (1) year after expiry of the applicable warranty period. County will, at its cost, provide Provider with unobstructed access to the Equipment, as well as adequate free working space in the immediate vicinity of the Equipment and such facilities and systems, including, without limitation, forklifts, cranes, and other equipment, as well as utility connects and disconnects, as may be necessary in order for Provider to perform its Maintenance Services including Provider's warranty obligations.

6.4 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the Equipment or other property provided to County under this Agreement infringes or misappropriates any U.S. patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim.

6.5 Warranty Regarding Viruses. Provider further represents and warrants that any software or firmware provided under this Agreement is free from currently-known viruses or malicious software and that Provider has used commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

6.6 The warranties provided in this Article 6 are the exclusive remedies for all warranty claims based on failure of or defect in Equipment or Maintenance Services, regardless of when the failure or defect arises, and whether the warranty claim is described as based on contract, warranty, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

## **ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

7.1 Indemnification. Provider shall be fully liable for the actions of its officers, employees, subcontractors, and authorized agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's officers and employees (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and

expenditures, of any kind, including reasonable attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement on account of bodily injury, death, or damage to tangible property, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any officer, employee, or subcontractor to the extent arising from or relating to its performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

7.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000 per claim or incident; or (b) \$1,000,000 in the annual aggregate. Neither party shall be liable for the other party's special, indirect, incidental, punitive, or consequential damages (including damages resulting from lost data or records, other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, interruption of business, cost of capital, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation in Section 7.1 under this Agreement ("Excluded Claims"). All Provider liability shall end upon expiration of the applicable statute of limitations, provided that the County may continue to enforce a claim for which it has given notice prior to that date. Provider shall not be liable for advice or assistance that is not required for the work scope under this Agreement. For purposes of this Section 7.2, the term "Provider" means Provider, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Section 7.2 shall apply to all claims other than Excluded Claims regardless of whether a claim is based in contract, warranty, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Provider's liability. The remedies of each party set forth in this Agreement are exclusive and are its/their sole remedies for any failure of the other party to comply with its/their obligations hereunder.

## ARTICLE 8. INSURANCE

8.1 Provider shall maintain at its sole expense, on a primary basis, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit C in accordance with the terms and conditions stated in this Article.

8.2 Such policies shall be issued by companies authorized and licensed to transact business in Provider's home state and rated at least "A-" by A.M. Best Co., unless otherwise approved in

writing by County. If any deductible amounts are permitted in Exhibit C, Provider shall be responsible for the payment of all such deductible amounts.

8.3 Provider agrees to list County as an additional insured under Provider's commercial liability insurance policy and any excess liability insurance policy to the extent of Provider's obligations under this Agreement. The listed certificate holder on these policies shall be "Broward County."

8.4 Coverage shall be provided on forms no more restrictive than the latest edition of the applicable forms filed by the Insurance Services Office.

8.5 Within fifteen (15) days of execution of this Agreement, Provider shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Provider.

8.6 All insurance policies required under this Article must expressly provide County with at least thirty (30) days' prior written notice of expiration, cancellation, or restriction of coverage. To the extent required to be provided under Florida Statutes Section 627.4137, Provider shall provide County with copies of any applicable liability insurance policy upon request.

8.7 If Provider subcontracts any work under this Agreement, Provider shall ensure that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess coverage policies.

#### **ARTICLE 9. TERMINATION**

9.1 This Agreement may be terminated for cause based on any material breach within ten (10) days after written notice from the aggrieved party identifying the breach unless the breach is cured within the ten (10) days' notice period or the breaching party commences and diligently pursues cure in accordance with a plan and deadline approved by the non-breaching party in writing. In the event the breach is not cured within the deadline agreed to by the non-breaching party, the Agreement may be terminated on ten (10) days' notice with no additional cure period. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.2 In the event of termination for Provider's material default as set forth in Section 9.1, Provider shall be paid by County for all conforming Equipment and Maintenance Services provided in accordance with the terms of this Agreement. If any Purchase Order or Work

Authorization (or part thereof) is not wholly performed upon the effective date of termination, Provider shall be paid for any completed portions unless County disputes that the Equipment was provided or the work was performed in accordance with the terms of this Agreement and the applicable Purchase Order or Work Authorization, in which event the parties shall in good faith meet and confer to determine the appropriate payment, if any, for the Equipment and services actually provided and/or in process. If County terminates this Agreement, or Purchase Order, or Work Authorization pursuant to this clause, Provider shall reimburse County the difference between that portion of the Purchase Order/Work Authorization price allocable to the terminated scope and the actual amounts reasonably incurred by County to complete that scope.

9.3 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

9.4 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

9.5 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

9.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided in accordance with the pricing set forth in the applicable Purchase Order or Work Authorization through the termination date specified in the written notice of termination in accordance with Section 9.2. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

9.7 For any Work Authorization suspended, delayed or rescheduled at the request of County by more than ninety (90) days, County shall pay to Provider for any goods completed and/or in process up to the date of suspension, as well as pay any specific, reasonable costs and expenses incurred by Provider in connection with the suspension for which specific costs and expenses was provided by written notice in advance by Provider to County. If, upon receipt of the notice of costs and expenses to be incurred, County elects to terminate, rather than suspend, the applicable Work Authorization, the parties shall in good faith meet and confer to determine the appropriate portion of the total amount of the applicable Work Authorization due to Provider based upon the Equipment and services actually provided or in process up to the date of termination. Any deadlines for Provider's applicable obligations under the Work Authorization shall be extended for a period of time reasonably necessary to overcome the effects of any suspension. Any Work Authorization suspended, delayed or rescheduled by County for more than one hundred eighty (180) days, in the aggregate, will be treated as a County termination for convenience.

#### **ARTICLE 10. EEO and CBE COMPLIANCE**

10.1 Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, 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. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

10.2 To the extent applicable, Provider shall comply with all applicable requirements of County's CBE Program, established by the Broward County Business Opportunity Act of 2012, in performing this Agreement. Provider acknowledges that the Board, acting by and through the Director of the OESBD, may make administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Provider and shall include a deadline for Provider to notify County if Provider concludes that the modification exceeds the authority of this paragraph. Failure of Provider to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance by Provider of the modification.

#### **ARTICLE 11. MISCELLANEOUS**

11.1 Rights In Documents And Work. All information and data (including but not limited to designs, drawings, blueprints, tracings, plans, models, layouts, specifications, user manuals, training products and memoranda) (collectively, "Documents"), whether pre-existing or generated as a result of this Agreement, and furnished or made available to County in connection with this Agreement shall remain the property of Provider, provided that Provider hereby grants to County a nonexclusive perpetual license to use the items, and to make and distribute copies of the Documents as reasonably required or deemed appropriate by the

County for the function, operation and maintenance of the County or as otherwise required by applicable law, and provided, that all such copies shall bear the copyright owner's copyright notice. Except as set forth above in this Section 11.1, nothing in this Agreement shall convey to County the right to sell or license or cause any reproduction of any Equipment, Documents, information, data or design identical or similar to that provided pursuant to the above, or sell or license any repair for Equipment, or give to County a license under any patents or trademarks or rights owned or controlled by Provider or any affiliated company. Except as explicitly set forth herein, as between Provider and County, Provider owns or has the right to license software products delivered hereunder. County shall have no rights in such software except where such rights are explicitly set forth in an agreement between Provider and County. County shall provide reasonable assistance and cooperation to the extent necessary to affect the licensure or transfer of software products to County to the extent licensed or required hereunder.

11.2 Audit Right And Retention Of Records. Provider shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this Section 11.2.

11.2.1 County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Provider and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

11.2.2 To the extent Provider is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Provider upon termination of this Agreement and destroy

any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this Section 11.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement.

11.3 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the information supplied 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.

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

11.5 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

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

NOTICE TO COUNTY:

Broward County Port Everglades  
Attn: PE Container Crane Maintenance Manager  
2050 SE 42 Street, Building 33  
Ft. Lauderdale, Florida 33316  
Email address: adelacruz@broward.org

NOTICE TO PROVIDER:

General Electric International, Inc.  
4200 Wildwood Parkway

Building 3200—Mailbox# 32-12-05A-01  
Atlanta, GA 30339  
Attn: Danita Knox, Sr. Service Mgr.  
Email address: danita.knox@ge.com

11.8 Assignment And Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or otherwise approved by County in writing in advance, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement and the remedies of the parties shall be in accordance with Section 9.2 above. Provider represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services. Furthermore, Provider may assign or novate its rights to any of its accounts receivable under this Agreement to any party without County's consent.

11.9 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further 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, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

11.10 Waiver Of Breach. The failure of either party 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 under this Agreement shall not be deemed a waiver of any subsequent breach.

11.11 Compliance With Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

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

11.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

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

11.15 Governing Law, 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. All disputes arising in connection with this Agreement, including any question regarding its existence or validity, shall be resolved in accordance with this Section 11.15. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence judicial proceedings in accordance with this section. A party seeking emergency or temporary injunctive relief need not comply with the foregoing negotiation and escalation obligations prior to commencement of a judicial action in accordance with the remaining provisions of this section. 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, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

11.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

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

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

11.19 Payable Interest.

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

11.19.2 Rate of Interest. If, for whatever reason, Section 11.19.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

11.20 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

11.21 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

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

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

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

11.25 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.26 County Confidential Information. Provider and County (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within three (3) business days after the oral or visual disclosure. Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of goods and services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Provider may disclose Confidential Information to its subcontractors to the extent necessary to perform its obligations under this Agreement provided such subcontractor is obligated to comply with the terms of this Section, (b) a Receiving Party may disclose Confidential Information to its management and professionals, including attorneys, auditors, and accountants (c) County may disclose Confidential Information to lenders as necessary for County to secure or retain financing needed to perform its obligations under the Agreement, and (d) a Receiving Party may disclose Confidential Information to any other third party to the extent required under applicable law (including,

without limitation, Florida Statutes Chapter 119) or with the prior written permission of Disclosing Party which permission may be conditioned upon a non-disclosure commitment in a form satisfactory to the Disclosing Party. Receiving Party shall upon request return to Disclosing Party or destroy copies of Confidential Information, provided however that nothing in this Agreement prohibits the Receiving Party from retaining a single record copy of Confidential Information (or such other copies as required by applicable retention laws, rules or other requirements). The obligations under this provision shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process. County shall use good faith efforts to notify Provider in advance of any disclosure required by Florida public records laws so as to allow Provider to take any actions it deems appropriate to limit or prevent such disclosure, and Provider shall fully defend and indemnify County for any and all claims and liability, including costs and reasonable attorneys' fees, arising from or relating to County's failure to produce or delay in producing any Confidential Information in response to a public records request. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. As to any individual item of Confidential Information, the restrictions under this provision shall expire five (5) years after the date of disclosure.

11.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, or by armed conflict, acts or threats of terrorism, riot, embargo, fuel or energy shortage, epidemics, or as it affects Provider, acts or omissions of the County or County's other contractors or providers, the party so affected, upon giving prompt notice to the other party as soon as practicable, shall be excused from such performance to the extent of such prevention, plus such additional time as may be needed to overcome the effect of the event, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

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

11.29 Environmental, Health and Safety. County shall maintain safe working conditions at the site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures including physical LOTO or a mutually agreed upon alternative method. County shall timely advise Provider in writing of all applicable site-specific health, safety, security and environmental requirements and procedures. Without limiting County’s responsibilities under this Section 11.29, Provider has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site. If, in Provider’s reasonable opinion, the health, safety, or security of personnel or the site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Provider may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from site, suspend performance of all or any part of the Agreement, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. County shall reasonably assist in any such evacuation. Operation of County’s equipment is the responsibility of County. County shall not require or permit Provider’s personnel to operate County’s equipment at site. County will make its site medical facilities and resources available to Provider personnel who need medical attention. Provider has no responsibility or liability for the pre-existing condition of County’s equipment or the site. Prior to Provider starting any work at site, County will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about County’s equipment or the site that Provider may encounter while performing under this Agreement. County shall disclose to Provider industrial hygiene and environmental monitoring data regarding conditions that may affect Provider’s work or personnel at the site. County shall keep Provider informed of changes in any such conditions. Provider shall notify County if Provider becomes aware of: (i) conditions at the site differing materially from those disclosed by County, or (ii) previously unknown physical conditions at site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If Provider encounters Hazardous Materials in County’s equipment or at the site that require special handling or disposal, Provider is not obligated to continue work affected by the hazardous conditions. In such an event, County shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Provider’s work under the Agreement may safely proceed or the Parties shall cooperate to amend the applicable Work Authorization to the extent additional services from Provider are required. County shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Provider’s work at the site. “Hazardous Materials” means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States (“U.S.”) or the country of the site.

11.30 No Nuclear. Equipment and Maintenance Services sold by Provider are not intended for use in connection with any nuclear facility or activity, and County warrants that it shall not use or permit others to use Equipment or Maintenance Services for such purposes, without the advance written consent of Provider.

11.31 Patent Infringement. Provider shall defend and indemnify County against any claim by a non-affiliated third party (a "Claim") alleging that Equipment or Maintenance Services furnished under this Agreement infringe a patent in effect in the U.S. or any copyright or trademark, provided that County (a) promptly notifies Provider in writing of the Claim, (b) makes no voluntary admission of liability, (c) gives Provider sole authority to control defense and settlement of the Claim, and (d) provides Provider with full disclosure and reasonable assistance as required to defend the Claim. The foregoing indemnity obligation shall not apply and Provider shall have no obligation or liability with respect to any Claim based upon (i) Equipment or Maintenance Services that have been modified, or revised other than by Provider or as authorized by Provider, (ii) the combination of any Equipment or Maintenance Services with other Equipment or Maintenance Services when such combination is a basis of the alleged infringement other than by Provider or as authorized by Provider, (iii) failure of County to implement any update provided by Provider that would have prevented the Claim provided that notice of the required update was timely provided to County, (iv) unauthorized use of Equipment or Maintenance Services, or (v) Equipment or Maintenance Services made or performed to County's specifications. Should any Equipment or Service, or any portion thereof, become the subject of a Claim, Provider may at its option (a) procure for County the right to continue using the Equipment or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Equipment or Maintenance Services and refund the price received by Provider attributable to the infringing Equipment or Maintenance Services. The foregoing states Provider's exclusive liability for intellectual property infringement by Equipment and Maintenance Services.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, and GE INTERNATIONAL, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

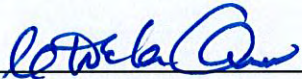
BROWARD COUNTY, by and through its Board of County Commissioners

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

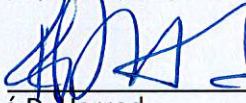
By: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by  
Broward County  
Risk Management Division:

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  1.12.15

Name: CARLOS DE LA GUERRA  
RISK MANAGEMENT & CONTRACTS  
Title: BUSINESS ADMINISTRATION DIVISION  
PORT EVERGLADES

By:  1/12/15  
René D. Harrod (Date)  
Assistant County Attorney

RDH  
2014-12-22 GE International Hardware Maintenance Agreement  
12/22/2014  
#14-070.01

PROVIDER

WITNESSES:

GE INTERNATIONAL, INC.

Laura Caccia  
Signature

LAURA CACCIA  
Print Name of Witness above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

By: Jennifer Williamson  
Authorized Signor

Jennifer Williamson  
Print Name and Title GM Sales, NA

8<sup>th</sup> day of January, 2015

ATTEST:

Margaret Norton  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**Exhibit A – Statement of Work**

Provider and County agree that Provider shall provide the following work under this Agreement:

**A. Equipment:**

The Parties agree that the Preventive Maintenance Equipment listed below, as well as any additional equipment provided by Provider under this Agreement, is deemed “Equipment” subject to the terms and conditions of this Agreement.

The applicable warranty, if any, for all Preventive Maintenance Equipment expired on or before the Effective Date of this Agreement. Any warranty under this Agreement for Preventive Maintenance Equipment would only apply to newly acquired Equipment or Preventive Maintenance Equipment that is replaced by Provider under the terms of this Agreement.

4160V PowerVac Breakers and Switchgear

- |                           |                           |
|---------------------------|---------------------------|
| a. Main 1 Breaker         | i. Main 3 Breaker         |
| b. Tie 1 Breaker          | j. Tie 3 Breaker Crane    |
| c. Crane 2 Feeder Breaker | k. Crane 5 Feeder Breaker |
| d. Crane 4 Feeder Breaker | l. Crane 6 Feeder Breaker |
| e. Main 2 Breaker         | m. Main 4 Breaker         |
| f. Tie 2 Breaker          | n. Tie 4 Breaker          |
| g. Crane 1 Feeder Breaker | o. Crane 7 Feeder Breaker |
| h. Crane 3 Feeder Breaker | p. Crane 8 Feeder Breaker |

Protective Relays

<u>Circuit</u>	<u>Quantity</u>	<u>Relay Type</u>
Main Breakers	4	SR 750
Feeders	8	SR 750

Cranes 1 thru 7 Mounted Electrical Equipment

- a. Auxiliary Power Transformer
- b. Hoist/Gantry Transformer
- c. Trolley/Boom Transformer
- d. Hoist/Gantry Drive LV Breaker
- e. Auxiliary Power 4.16kV Starter
- f. Hoist/Gantry 4.16kV Starter
- g. Trolley/Boom 4.16kV Starter

**B. Preventive Maintenance Services:**

**1. Scope**

Provide field engineering, craft labor, test equipment and necessary supplies to perform preventive maintenance to the General Electric 4.16kV PowerVac breakers and switchgear for cranes 1 thru 7.

1.1. The protective relays associated with the main and feeder breakers for cranes 1 thru 7 will be inspected, cleaned, and calibrated to their present settings. The relay case will be cleaned and the back plane connections will be checked for proper tightness. All relays will be marked with calibration stickers when calibration is complete.

**2. Provider Responsibilities:**

2.1. Provider will perform an infrared inspection of the power delivery equipment.

2.1.1. The electrical equipment will be inventoried and condition noted, i.e. running, energized, stopped, locked out etc.

2.1.2. Problem area will be located as "hot spots" through an infrared thermal image which are caused by loose connections, bad contacts, dirty insulators, phase unbalance, and overload conditions.

2.1.3. All potential hot spots will be recorded and an image will be taken and saved in an electronic file.

2.1.4. An engineering evaluation will be made, and recommendations given, for further action required to correct any problems identified during the survey.

2.2. Provider, upon completion of preventative maintenance and relay calibration service, will issue a full report with detailed data sheets showing the results of all test performed as well as any corrective recommendations necessary.

**3. The following Preventive Maintenance Services will be performed on at least an annual basis (scheduling of the services will be coordinated with the County's Contract Administrator):**

**3.1. 4160V PowerVac Circuit Breaker**

3.1.1. Inspect breaker for signs of damage, overheating, or arcing.

3.1.2. Clean and wipe down breaker with alcohol.

3.1.3. Clean, lubricate, and inspect breaker mechanism during operation

3.1.4. Inspect breaker internal control wiring and associated relays for signs of damage or looseness.

3.1.5. Check wipe and stroke measurements for each pole, adjust as necessary.

3.1.6. Perform phase to ground, phase to phase, and line to load megger test.

- 3.1.7. Perform contact resistance test on each pole assembly.
- 3.1.8. Inspect manual operation of spring charging, close, and trip functions. Perform similar inspection for electrical spring charging, close and trip.
- 3.1.9. Verify operation of positive, negative, spring discharge, and gagged spring interlocks on breaker.
- 3.1.10. Perform high potential testing of each pole's vacuum bottle to test for loss of vacuum within the bottle.
- 3.1.11. Check tightness of all power circuit connections on the breaker.
- 3.1.12. Inspect primary (power) circuit disconnects for condition and lubricate as necessary.
- 3.1.13. Inspect secondary (control circuit) disconnects for condition and lubricate as necessary.

### 3.2. 4160V PowerVac Switchgear

- 3.2.1. Inspect control power transformer (CPT) drawers for signs of arcing, overheating, etc. Vacuum, clean, and wipe down. Check insulation with 500 VDC megger. Check for shorted transformer turns with transformer turns ration test set.
- 3.2.2. Inspect potential transformer (PT) drawers for signs of arcing, overheating, etc. Vacuum, clean, and wipe down. Check insulation with 500 VDC megger. Check for shorted transformer turns with transformer turns ration test set.
- 3.2.3. Inspect, clean, vacuum and lubricate all breaker cubicles and racking mechanisms.
- 3.2.4. Check all control circuitry in cubicles for tightness, tighten as necessary.
- 3.2.5. Check all control power fuses in the trip and close circuits for continuity. Inspect fuse clips for proper contact.
- 3.2.6. Inspect all cubicle mounted condensate heaters to verify that they are operational. Inspect heater thermostats to make sure that they are working.
- 3.2.7. Inspect all cubicle safety shutter mechanism to make sure that they are functioning properly. Lubricate mechanisms as necessary.
- 3.2.8. Inspect load side feeder cables for proper tightness. Re-torque using torque

wrench.

3.2.9. Inspect utility incoming line side bolted connections if accessible and if power is disconnected. Re-torque as necessary.

3.2.10. Vacuum and wipe down all rear cable compartments for each breaker.

3.2.11. Check to make sure that each feeder circuits ground cable is firmly bolted to the switchgear's ground bus. Re-torque as necessary.

### 3.3. Low Voltage Power Break Breakers

3.3.1. Verify line and load side bolted connections for proper tightness with torque wrench.

3.3.2. Check all control connections into the breaker for proper tightness.

3.3.3. Inspect breaker mechanism for signs of loose or damaged components.

3.3.4. Remove old grease from breaker mechanism and apply fresh grease.

3.3.5. Inspect main and arcing contacts for signs of damage such as overheating, pitting, etc.

3.3.6. Clean main and arcing contacts to remove any carbon buildup.

3.3.7. Inspect and clean arc chutes.

3.3.8. Test overcurrent system by secondary current injection (if possible). This will verify that overcurrent system is capable of tripping the breaker in overcurrent conditions.

3.3.9. Verify manual spring charging, close, and trip operation.

3.3.10. Verify electrical spring charging, close, and trip operation.

### 3.4. SR 750 Protective Relays

3.4.1. Inspect relay for signs of damage, loose parts, corrosion, etc.

3.4.2. Clean relay and relay case with alcohol to remove any deposits.

3.4.3. Inject current and voltage into the relay and compare actual readings against overcurrent curves.

3.4.4. Check relay parameters and check against coordination study settings, if study is available. Otherwise settings will be left as found.

### 3.5. Ground Wire Monitor System

3.5.1. Verify operation of the Ground Wire Monitoring System by depressing the test switch adjacent to the collector ring box on Cranes 1 thru 7.

3.5.1.1. Test the collector ring door interlock limit switch to verify that it is functional.

3.5.1.2. Verify that each crane's respective feeder breaker trips as a result of each of the tests.

3.5.2. The ABB GWM Relay will be bench tested to assure proper operation as part of the relay calibration portion of the work scope.

### 3.6. Crane Mounted Dry Transformers

3.6.1. Remove covers and clean, vacuum, and wipe down all accessible areas within the transformer.

3.6.2. Check all power connections for proper torque value and re-torque as necessary.

3.6.3. Inspect standoff insulators for signs of tracking or physical damage.

3.6.4. Inspect transformer winding insulation for signs of discoloration or overheating.

3.6.5. Inspect for presence, condition, and tightness of the core ground conductor.

3.6.6. Perform transformer turns ratio on the in-service tap for all three windings.

3.6.7. Perform primary to ground, secondary to ground, and inter-winding megger test to check winding insulations values.

3.6.8. Inspect for presence and condition of isolation rubber pads underneath transformer.

3.6.9. Inspect operation of auxiliary cooling fans, if so equipped.

### 3.7. Crane Mounted 4.16kV Limitamp Starters

3.7.1. Inspect roll out contactor for signs of damage, overheating, or arcing.

- 3.7.2. Vacuum, clean and wipe down contactor roll out unit.
- 3.7.3. Vacuum and wipe down interior of cubicle.
- 3.7.4. Inspect and clean stationary and moveable power contacts on contactor.
- 3.7.5. Inspect blow out coil for signs of damage.
- 3.7.6. Inspect arc chutes for signs of damage.
- 3.7.7. Inspect operating handle linkage for proper operation in disconnecting contactor from line connection.
- 3.7.8. Inspect operation of test and control power interlocks in the cubicle.
- 3.7.9. Inspect control power transformer and control power transformer primary fuses.
- 3.7.10. Inspect control wiring and relays for condition and tight connections.
- 3.7.11. Inspect power connections (if accessible) for proper torque values and re-torque as necessary.
- 3.7.12. Inspect safety interlock for proper operation.
- 3.7.13. Inspect horizontal 4.16kV bus (if accessible). Vacuum, clean, and wipe down if possible.

### 3.8. Documentation

3.8.1. Results of each preventive maintenance service will be documented in an Engineering Appraisal Report. The report will be in .pdf and hard copy and will include the following:

- 3.8.1.1. All problems found.
- 3.8.1.2. All corrective action taken.
- 3.8.1.3. Recommendations for future work, if required.
- 3.8.1.4. Test data.

#### **4. County Responsibilities**

4.1. Port Everglades Department will designate an individual authorized to resolve questions and coordinate the Port's responsibilities:

4.1.1. Make available at least one crane per day for at least eight hours for servicing.

4.1.2. All arrangements with utility as well as any permits or fees required, if disconnection of utility service is necessary.

4.1.3. Provide an experienced electrician or electrical supervisor familiar with the power distribution system to direct Provider personnel in identifying and isolating the proper electrical equipment.

4.1.4. Provide one copy of existing system schematics, drawings, software, and other equipment/site data and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.

4.1.5. Primary interface, coordination, compliance with regulations, permits and payment of fees.

4.1.6. Review installation to assure compliance with applicable codes.

4.1.7. Coordinate with local utility for switching orders, schedule outages, and to de-energize the electrical apparatus involved in this project, if required, and to include any utility fees associated with the service disconnection and reconnection

4.1.8. Familiarize Provider personnel with, prior to the start of work; safety practices, regulations in effect a jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment.

4.1.9. Provide access to a nearby telephone and telephone numbers for local emergency services.

#### **C. Optional Services:**

County may elect to acquire additional Maintenance Services or other professional services as Provider may agree to provide. Unless otherwise stated in the applicable Work Authorization, such services shall be charged and invoiced on a time and materials basis in accordance with the rates set forth on Exhibit B.

**Exhibit B – Payment Schedule**

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

Provider shall not increase the fees charged to County set forth on this Exhibit B for the duration of the Initial Term. Thereafter, Provider may increase its fees on an annual basis with at least ninety (90) days' advance written notice to County, provided that such increase per annum shall not exceed the lesser of 3% or CPI. The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100, and not seasonally adjusted.

**Equipment**

Description	Quantity	Total Cost
Per the applicable Work Authorization(s) and Purchase Order(s)		

Equipment may only be invoiced after Final Acceptance of the applicable Equipment or written approval by County of the satisfactory completion of the repair or replacement of the Equipment under Section 4.6.

**Maintenance Services**

Specific Maintenance Services	Unit or Term	Invoicing	Fees
Ongoing Preventive Maintenance	Annually	Upon completion of Services	\$58,689/annually
Infrared Scanning (if elected by County by Work Authorization)	Annually	Upon completion of Services	\$11,351/annually
Routine Maintenance Services	Hourly	Monthly in arrears unless otherwise stated in the applicable Work Authorization	\$236/hourly standard time
Emergency Maintenance Services (outside regular County business hours)	Hourly	Monthly in arrears unless otherwise stated in the applicable Work Authorization	\$354/hourly standard overtime \$472/hourly for Sunday or Holidays

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated. To the extent special or emergency services requested by County require travel by Provider personnel from outside Provider's local field services district, Provider shall notify County in advance and such travel expenses shall be expressly set forth in the applicable Work Authorization or otherwise approved in writing in advance by County.

**Optional Services**

Description	Unit/Term	Invoicing	Fee
Consulting Engineer	Hourly	Monthly in arrears	\$289/hour
Specialized Field Engineer	Hourly	Monthly in arrears	\$236/hour
Other Professional Services as the Parties may agree	Hourly	Monthly in arrears	5% discount off Provider's published rates as set forth on Attachment 1 hereto

# GE Energy Management

USA

## Commercial Rates for Industrial Services

Effective: November 1, 2014

### 8-Hour Daily Rates U.S. Dollar

Service Description	Weekday	Saturday	Sunday / Holiday
Field Services			
Field Engineer	\$1,990	\$2,870	\$3,750
Specialized Field Engineer	\$2,430	\$3,530	\$4,630
Consulting Engineer	\$3,500	\$5,140	\$6,775

### Service Center

Service Center Specialist	\$1,990	\$2,870	\$3,750
Service Tech Work Leader	\$1,650	\$2,355	\$3,065
Service Technician	\$1,575	\$2,250	\$2,920

Phone Support **\$1,200/case**

### Tooling Rates

IR Camera	\$75/day	\$300/week
Vibration Test Set	\$125/day	\$500/week
Online Motor Test Set	\$250/day	\$1,000/week
Offline Motor Test Set	\$250/day	\$1,000/week
Primary Current Injection Set	\$350/day	\$1,400/week
Relay Test Set	\$500/day	\$2,000/week
Power Factor Test Set	\$500/day	\$2,000/week
Vacuum Oil Processor	\$2,500/day	

### Field Engineer

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and do not include design effort.

### Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance and upgrade work associated with:

- Medium voltage motors & generators
- Synchronous motors & generators, including excitation
- Medium voltage drives
- Legacy drive products, including: DC/AC2000, DC/DV/AC300, Innovation, Siltron & Valutrol
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.

### Consulting Engineer

Consulting engineers provide services requiring a high level of engineering or technical expertise and typically include analysis and diagnosis of a problem. A consulting engineer has specialized background, experience, and training in application, design, analysis, systems and automated processes.

### Service Center

**Service Center Specialist:** Provides overall coordination and technical leadership on-site and in shop of service craftsmen and Work Leaders.

**Service Center Work Leader:** Provides on-site and in shop, hands on leadership of GE craftsmen on a per shift basis.

**Service Technician:** Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid & LTC)
- Motors, Drives & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

GE Energy Management's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both GE and non-GE equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

For more information contact your local GE office or call our 24x7 customer service center at 888-434-7378 or 540-387-8617 or visit us at [www.geindustrial.com/services](http://www.geindustrial.com/services).

### Typical Installations, Services, Repairs, and Products:

- Transformer (Including Mechanical, Electrical, Fluid & LTC)
- Power Delivery Equipment
- Motors, Drives and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related To Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

### Rate Terms

1. Work greater than 8 hours per day is billed per hour: 

	Overtime	Double Time
Field Engineer	\$330.00	\$440.00
Specialized Field Engineer	\$412.50	\$550.00
Consulting Engineer	\$613.50	\$818.00
Service Center Specialist	\$330.00	\$440.00
Service Tech Work Leader	\$265.50	\$354.00
Service Technician	\$252.00	\$336.00

	Overtime	Double Time
Field Engineer	\$330.00	\$440.00
Specialized Field Engineer	\$412.50	\$550.00
Consulting Engineer	\$613.50	\$818.00
Service Center Specialist	\$330.00	\$440.00
Service Tech Work Leader	\$265.50	\$354.00
Service Technician	\$252.00	\$336.00

For less than 24 hour response, a 1.35 multiplier is used for daily, overtime and double time rates.

2. Overtime applies to billable weekday hours 9-12. Double Time applies to: Billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.
3. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the GE Representative's office/service center.
4. Additional travel and living expenses include:

Overnight stay	\$150 per day
Air Travel / Rental Car charges	Cost + 20%

5. Notes: Additional T&L charges may apply for high cost of living areas.
6. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local GE representative for a local per diem rate.
7. Materials, subcontract labor and equipment required to support GE will be provided at cost + 35%. All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
8. Consult with local GE office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
9. All rates are for hours worked, traveled, or on standby and are based on GE's standard terms and conditions of sale (Form ES 104 Rev 4). Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
10. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
11. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BOISET + HUET	\$1,500

Notes: All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.
12. All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.

\*\* The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact GE to see if a Location Premium applies to your location.

**EXHIBIT C**

**Insurance Requirement for Crane Services**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Riggers' Liability or equivalent	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 3 mil
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
	<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>		\$500 k / accident
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY</b>	Claims-made form w/ Extended Reporting Period of      yr		
	Deductible not to exceed: \$		
<input type="checkbox"/> <b>PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k		Completed Value
	DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input checked="" type="checkbox"/> Installation floater is <i>recommended</i> . Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k		Completed Value
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations/Locations/Vehicles <b>"Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. REFERENCE: PE- Crane Repair</b>			

**NOTE: Workers' Compensation:** U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.  
**CANCELLATION:** Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:  
 Broward County  
 116 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Wanda Devine - PE

FRANCISCO VASQUEZ  
Digitally signed by FRANCISCO VASQUEZ  
 DN: cn=FRANCISCO VASQUEZ, ou=Organization, BCO, RM, Users, c=City, broward, bc  
 Date: 2014.01.17 11:29:17 -0500

Risk Management Division

InsuranceRequirementForm Revised 2012

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

**EXHIBIT D  
WORK AUTHORIZATION FORM**

Contract: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

Contract Administrator  
Award Authority for Optional Services

This Work Authorization is between Broward County and \_\_\_\_\_ as required pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided: [DESCRIBE IN DETAIL]**

Contract at issue is \_\_\_ Lump Sum/ \_\_\_ Not-to-Exceed for amount: \$ \_\_\_\_\_

The time period for this Work Authorization will consist of \_\_\_\_ (\_\_\_\_) calendar days unless otherwise set forth in an attached quotation.

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

Professional Services	\$ _____
General Services	\$ _____
Equipment/Hardware	\$ _____
<b>Total Maximum Cost of this Work Authorization</b>	<b>\$ _____</b>

**County**

_____	Date	_____	Date
Project Manager		Contract Administrator	
		_____	Date
		Board and/or Designee	

**VENDOR**

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Typed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_