

CONTRACT

BETWEEN

BROWARD COUNTY

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA



and

Managing General Contractor

for

BID/CONTRACT NO.: _____

**CONSTRUCTION AGREEMENT BETWEEN MANAGING GENERAL CONTRACTOR
AND BROWARD COUNTY, FLORIDA**

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**CONSTRUCTION AGREEMENT BETWEEN MANAGING GENERAL CONTRACTOR
AND BROWARD COUNTY, FLORIDA
FOR:**

Project Title:	
Location:	
RLI Number:	
Contract Number:	
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

Managing General Contractor:	
Contractor Address:	
Federal Identification No.:	__ - ____

Contract Administrator:	
Contract Administrator Address:	

Consultant:	
Consultant Address:	

Article	Description	Unit
6	Preconstruction Work	____ Days from NTP
8.6	Substantial Completion	____ Days from the Project Initiation Date in NTP
1.9	Final Completion	____ Days from Substantial Completion
8.2	Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$____ per day
8.3.1	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$____ per day
8.3.2	Liquidated Damages for each calendar day after time specified for Final Completion	\$____ per day
	Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section ____]	Interim Milestone #1 \$____ per day
		Interim Milestone #2 \$____ per day
		Interim Milestone #3 \$____ per day
9.3.1	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$____ per day

26.5	The Parties designate the following as the respective places for giving of notice:	For County:
		For Contractor:
26.7	<input type="checkbox"/> County Business Enterprise (CBE) commitment <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) goal commitment (check box)	As awarded <input type="text"/> %
Exhibit A	LEED Category	N/A or Certified, Gold, or Platinum

CONSTRUCTION AGREEMENT BETWEEN MANAGING GENERAL CONTRACTOR AND BROWARD COUNTY, FLORIDA

This is a Construction Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and the Managing General Contractor ("Contractor") identified in the Summary Terms and Conditions (collectively referred to as the "Parties").

A. [Insert recitals if applicable]

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

ARTICLE 1 - DEFINITIONS

Whenever the following terms, or pronouns in place of them, appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1 Change Order: A written document ordering a change in the Guaranteed Maximum Price, Contract Time, or a material change in the Work.

1.2 County Business Enterprise or "CBE": A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and which is certified by County's Office of Economic and Small Business Development (OESBD).

1.3 Consultant: Architect(s) or engineer(s) who has contracted with County, or who is an employee of County, to provide professional services for this Project.

1.4 Contract Administrator: The Director or Assistant Director, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.5 Contract Documents: This Agreement and its exhibits, attachments and forms, drawings and specifications, approved Shop Drawings and submittals, the Request For Letters of Interest and Contractor's response thereto (as negotiated and accepted by the County), any Addenda to the Contract Documents, the record of the contract award by the Board of County Commissioners, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order, and all Amendments, Change Orders or CPEAMS issued after execution of this Agreement are the documents which are collectively referred to as the Contract Documents.

1.6 Contract Price Element Adjustment Memorandum (CPEAM): A document issued by the Contract Administrator to memorialize the reallocation of sums between Contract Price Elements included within the GMP.

1.7 Contract Time: The time between the Project Initiation Date(s) specified in a Notice(s) to Proceed and Final Completion of the Work, or a phase of the Work, including any milestone dates thereof, established in this Agreement, as may be amended by a Change Order.

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

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

1.10 Guaranteed Maximum Price (GMP): The maximum amount County is obligated to pay Contractor for the complete performance of the Work and construction of the Project, which amount shall include, but is not limited to, all profit, overhead, on-site and off-site conditions (known and unknown), and administrative costs. The GMP is made up of the sum of the following Contract Price Elements:

- A. Pre-Construction Services Cost
- B. Direct Construction Cost
- B. General Conditions Cost
- C. Fixed Fee
- D. Owner's Allowance Account

1.11 Notice to Proceed: One or more written notices to Contractor from the Contract Administrator authorizing the commencement of Work or a phase of the Work.

1.12 Pricing Documents: The set of drawings and specifications upon which the Guaranteed Maximum Price is established as enumerated in Exhibit 4.

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

1.14 Project Initiation Date: The date(s) upon which the Contract Time commences for the Work, or a phase of the Work.

1.15 Project Manager: The designee of the Contract Administrator having day-to-day administrative and managerial responsibility for the Project.

1.16 Resident Project Representative: An authorized representative of Consultant on the Project.

1.17 Subcontractor: A person, firm or corporation having a contract with Contractor to perform services on the Project.

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

1.19 Summary of Terms and Conditions: The Attachment that includes the number days for performance of the Work, Liquidated Damage amounts related thereto, and other requirements. The number of days for Substantial Completion shall be established during performance of Preconstruction Services and agreed to by Contract Administrator and Contractor.

1.20 Surety: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's acceptable and timely performance and completion of the Work under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.21 Work: The totality of the obligations, including, but not limited to, preconstruction services, administration, procurement, materials, equipment, labor, construction and other services necessary for Contractor, or its agents, to fulfill Contractor's obligations under this Agreement.

ARTICLE 2 - PRIORITY OF PROVISIONS

2.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by Contractor. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to County.

2.2 The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

- First priority: Approved Change Orders, Addendums or Amendments
- Second priority: Specifications (quality) and Drawings (location and quantity)
- Third priority: Supplemental Conditions or Special Terms
- Fourth priority: General Terms and Conditions
- Fifth priority: Agreement
- Sixth priority: Invitation to Bid
- Seventh priority: Contractor's bid

2.3 Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work, to Contractor shall control, as determined by the Consultant.

2.4 The organization of the specifications into divisions and sections and the arrangement of drawings shall not control Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the specifications and the arrangement of the drawings are for the convenience of Contractor and are not intended to relieve Contractor from its obligation to conduct a complete study of the Contract Documents for the purpose of directing and coordinating the various Subcontractors and suppliers as to their respective responsibilities.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit issuance.

ARTICLE 3 - THE WORK

Intention of County: It is the intent of County to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. County shall have

no duties other than those duties and obligations expressly set forth within the Contract Documents.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until Final Completion, and shall promptly repair any damage done from any cause whatsoever.

4.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to Final Completion, Contractor shall replace same without cost to County. Contractor shall be responsible to protect all materials, equipment and supplies, keeping them free from deterioration, weathering, rusting or other action detrimental to the materials.

4.3 County reserves the right to award other contracts, or perform work with its own forces, in connection with this Project. Contractor shall afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of services under such separate contracts. Contractor shall properly connect and coordinate its Work with the services of any other persons or contractors.

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

4.5 Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor or County operations on the Project site. Should such interference or impact occur, and Contractor did not take reasonable steps, Contractor shall be liable for the cost of such interference or impact.

4.6 Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing, and equipping of the improvements.

4.7 Contractor shall plan, record, and update, at least monthly through Final Completion, the construction schedule of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work. The Project Schedule shall encompass all of the Work of all trades necessary for the construction of the Project and shall be sufficiently complete and

comprehensive to enable progress to be monitored through the end of the warranty phase of the Project. The Project Schedule shall incorporate sufficient time for important County milestone events and required coordination points as may have been established in the Project's Preconstruction Services phase.

4.8 Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures employed in the performance of the Work.

ARTICLE 5 - CONSULTANT'S RESPONSIBILITIES

5.1 Consultant shall monitor the overall quality, progress, and GMP.

5.2 Consultant shall provide on-site review of Work in progress, review of pay requests submitted by Contractor, assistance in the interpretation of the intent of the Contract Documents for the proper execution of the Work, and such other assistance as Contract Administrator may request.

5.3 Consultant shall have no authority, without Contract Administrator's prior written approval, to order or approve any deviation from the Contract Documents, whether or not such deviation affects the GMP or the date of Substantial Completion.

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

ARTICLE 6 - PRECONSTRUCTION SERVICES

6.1 Preconstruction Services shall consist of the tasks set forth in Exhibit A, attached hereto and made a part hereof. Contractor shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by Preconstruction Services and contemplated in Contractor's level of effort.

6.2 The Preconstruction Services do not delineate every detail and minor work task required to be performed by Contractor to complete the Project. If, during the course of the performance of the services included in this Agreement, Contractor determines that work should be performed to complete the Project which in Contractor's opinion, is outside the level of effort originally anticipated, whether or not Preconstruction Services identify the work items, Contractor shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Contractor proceeds with said work without notifying Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in Preconstruction Services. Notice to Contract Administrator does not constitute

authorization or approval by County to perform the work. Performance of work by Contractor outside the originally anticipated level of effort without prior written approval by the Contract Administrator is at Contractor's sole risk.

6.3 Exhibit A is for the first phase of services related to the Project and additional negotiations will be required for subsequent phases, principal on-site construction operations, or for additional or alternate Preconstruction Services, except as otherwise provided herein. Contract Administrator and Contractor may negotiate additional services, compensation, time of performance, and other related matters for future phases of the Project. If Contract Administrator and Contractor cannot agree, Contract Administrator shall have the right to immediately terminate negotiations at no cost to County and procure services for future Project phases from other source(s).

ARTICLE 7 - CONTRACT PRICE ELEMENTS

The Contract Price Elements within the GMP are as follows:

7.1 Preconstruction Services Cost: The cost of Preconstruction Services, including labor and materials, as identified in Article 6.

7.2 Direct Construction Cost: The Direct Construction Cost of the Work, including labor and materials. The estimated Direct Construction Cost shall be as forth in Exhibit 1-E. The actual Direct Construction Cost of the Work shall be reconciled and set forth in Exhibit 1-R after the bidding process as described in Exhibit A.

7.3 General Conditions Cost: Ancillary project costs for the provision of administrative requirements, procedural requirements, temporary facilities and controls, performance requirements, and life cycle activities by Contractor for items which are not part of the permanent construction or which do not lend themselves readily to inclusion in one of the separate trade contracts. The General Conditions Cost may include, but are not limited to, those items listed on Exhibit 2-E. The estimated General Conditions Cost shall be as set forth on Exhibit 2-E. The actual General Conditions Cost shall be reconciled and set forth in Exhibit 2-R after the negotiation and bidding process set forth in Exhibit A.

7.4 Fixed Fee: The Fixed Fee is the percentage established in the solicitation document. The estimated Fixed Fee shall be based upon the sum of the estimated Direct Construction Cost and estimated General Conditions Cost as set forth on Exhibits 1-E and 2-E respectively. The actual Fixed Fee shall be reconciled to the actual Direct Construction Costs and actual General Conditions Costs as set forth in Exhibit B-R after the bidding process as described in Exhibit A.

7.5 Owner's Allowance Account: The Owner's Allowance Account is available at the discretion of Contract Administrator to cover increases to the scope of the Work due to differing site conditions, reconciliation of Direct Construction Cost after bidding or errors, omissions in the Contract Documents, or Owner-requested changes.

ARTICLE 8 - CONTRACT TIME; SUBSTANTIAL COMPLETION; LIQUIDATED DAMAGES

8.1 Contractor shall be directed in writing to commence the Work in the form of a Purchase Order issued by the County and Notice(s) to Proceed issued by Contract Administrator. The Purchase Order and Notice(s) to Proceed will not be issued until after Contractor's submission to County of all required documents and after execution of the Agreement by both Parties.

8.2 Notice(s) to Proceed:

8.2.1 Contract Administrator shall have the authority to issue multiple Notices to Proceed for the Work, or portions thereof. The work identified within a Notice to Proceed shall be commenced within ten (10) calendar days after the effective date set forth in a Notice to Proceed.

8.2.2 Prior to the issuance of a Notice to Proceed for construction of the Work, Contractor shall submit to Contract Administrator and Consultant for approval all of the following items:

8.2.2.1 A Project Schedule in compliance with the requirements of Division 1. Additionally, at the request of Contract Administrator, Contractor shall also provide a cost loaded schedule for review and approval.

8.2.2.2 A preliminary schedule of planned Shop Drawing and submittal submissions.

8.2.2.3 A preliminary Schedule of Values in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

8.2.2.4 Contractor shall meet with all utility owners and secure from them a utility coordination schedule of each utility relocation. County shall not be responsible for the nonperformance or delay by the utility owners.

8.2.2.5 All permits required by authorities having jurisdiction for all portions of the Work, unless otherwise provided by the Contract Documents.

8.2.3 Preconstruction Meeting: After receipt of all items identified above, Project Manager shall schedule a Preconstruction Meeting to discuss procedures for conducting the Work, including but not limited to: designating individuals to receive communications for required submissions, inspections and approvals; procedures for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

8.2.4 Notice to Proceed for Construction: After the Preconstruction Meeting, Contractor may begin to perform the balance of the Work on the Project Initiation Date specified in the Notice to Proceed for construction of the Work.

8.3 Time is of the essence throughout this Agreement. The Work, or portions thereof, shall be substantially completed within the time set forth in the Summary of Terms and Conditions. Liquidated Damages shall be imposed in the amount as set forth in the Summary of Terms and Conditions for the following events:

8.3.1 Upon failure of Contractor to substantially complete the Work, or portions thereof, within the specified period of time, plus approved time extensions. Liquidated damages shall be assessed daily until Substantial Completion.

8.3.2 After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified for Final Completion, Liquidated Damages shall be assessed daily until Final Completion.

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

8.4 Contractor, in addition to being responsible to County for Liquidated Damages for untimely performance, shall reimburse County for all costs incurred by County to repair, restore, or complete the Work, including all costs incurred by County for services provided by Consultant in administering the construction of the Project beyond the completion dates, or beyond an approved extension of time granted to Contractor, whichever date is later. All such costs shall be deducted from the monies otherwise due Contractor for performance of Work under this Agreement by means of unilateral credit Change Orders issued by County.

8.5 Contract Administrator, through Consultant, may direct Contractor to expedite the Work by whatever means Contractor may use, including, without limitation, increasing staffing or working extended hours and overtime to bring the Work back within the progress schedule. If the expediting of Work is required due to reasons within the control or responsibility of Contractor, then any additional costs incurred shall be at the sole responsibility of Contractor. If

the expediting of Work is required due to reasons outside the control or responsibility of Contractor, then the additional costs incurred shall be the subject of an appropriate equitable adjustment.

8.6 Substantial Completion Date: When Contractor considers that the Work, or portion thereof designated by Contract Administrator, has reached Substantial Completion, Contractor shall notify Contract Administrator and Consultant in writing, including a comprehensive list of items to be completed or corrected by Contractor. Consultant shall then promptly make a preliminary inspection of the Work. When Consultant, on the basis of the preliminary inspection, determines that the Work, or designated portion thereof, is substantially complete, Consultant will notify Contract Administrator. Contract Administrator shall then, with Consultant and Contractor, perform Contract Administrator's Substantial Completion Inspection.

8.6.1 If Substantial Completion of the Work, or a portion thereof, has been achieved, Consultant shall prepare a Certificate of Substantial Completion in the form attached hereto as Form 1 for execution. The Certificate of Substantial Completion shall include: 1) the Date of Substantial Completion; 2) the responsibilities of County and Contractor for security, maintenance, utilities, damage to the Work, and insurance; and 3) a Substantial Completion Punch List, including submittals, to satisfy the requirements for Final Completion.

8.6.2 The failure to include any items of corrective Work on the Substantial Completion Punch List does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

8.6.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, or designated portion thereof, unless otherwise provided in the Contract Documents or Certificate of Substantial Completion.

8.7 Use of Completed Portions: County, at Contract Administrator's sole option, shall have the right to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. In the event County takes possession of any completed or partially completed portions of the Project, the following shall occur:

8.7.1 Contract Administrator shall give notice to Contractor in writing at least thirty (30) calendar days prior to County's intended occupancy of a designated area.

8.7.2 Contractor shall complete the designated area to the point of Substantial Completion and request inspection and issuance of a Certificate of Substantial Completion.

8.7.3 Upon Consultant's issuance of a Certificate of Substantial Completion, the applicable warranty(ies) shall commence and County will assume full responsibility for

maintenance, utilities, subsequent damages by the County and the public, and adjustment of insurance coverages for the occupied area unless otherwise agreed in writing.

8.7.4 Contractor shall complete all items noted on the Substantial Completion Punch List and request final inspection and final acceptance of the portion of the Work occupied.

8.7.5 If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and Contractor. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor to such occupancy or use shall not be unreasonably withheld.

ARTICLE 9 - NOTIFICATION OF CHANGE IN CONTRACT TIME OR GMP

9.1 Any claim for a change in the Contract Time or GMP shall be made by written notice delivered by Contractor to Consultant with a copy to Contract Administrator within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Within ten (10) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim. The notice of the extent of the claim shall be accompanied by Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or GMP shall be determined by Consultant in accordance with Article 26.4 herein, if Contract Administrator and Contractor cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR GMP WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

9.2 No Damages for Delay: No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delay. Contractor shall not be entitled to an increase in the GMP or payment or compensation of any kind from County for direct, indirect, general conditions, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of County or Consultant. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9.3 Excusable Delay: Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Contractor or its subcontractors, material persons, suppliers, or vendors is Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extensions as provided in Section 9.1 herein. Failure of Contractor to comply with Section 9.1 herein as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable.

9.3.1 Compensable Excusable Delay: Excusable Delay is only compensable when (i) the delay extends the Contract Time, and (ii) is due solely to fraud, bad faith or active interference on the part of County or Consultant. In no event shall Contractor be compensated for interim or non-critical delays which do not extend the Contract Time.

Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 11.

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

9.3.2 Non-Compensable Excusable Delay: When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, material persons, suppliers and vendors; (ii) is caused by circumstances beyond the control of the County; or (iii) is caused jointly or concurrently by Contractor or its subcontractors, material persons, suppliers or vendors and by the County or Consultant, then Contractor shall be entitled to a time extension equal to the actual number of days delayed on the critical path.

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to Section 9.1. These time extensions are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent Contractor from productively performing

controlling items of Work identified on the accepted schedule or updates resulting in Contractor being unable to work at least fifty (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates due to adverse weather conditions.

9.4 Differing Site Conditions: In the event that during the course of the Work Contractor encounters an underground utility that was not shown on the Contract Documents, or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in Work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, no later than 9:00 am the next business day after their discovery, notify Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. No request by Contractor for an equitable adjustment or change to the Contract Time under this provision shall be allowed unless Contractor has given written notice in accordance with the provisions of this Section.

ARTICLE 10 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

10.1 Without invalidating this Agreement, County reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the Work including, but not limited to, the character and quantity of the Work as may be considered necessary or desirable. Any changes to the scope of this Project must be accomplished by means of appropriate 1) Field Orders or Supplemental Instructions; 2) CPEAMs or 3) Change Orders. Any sums moved between Contract Price Elements included within the GMP must be accomplished by an appropriate CPEAM. The amount of any CPEAM or Change Order shall be determined pursuant to Articles 9 and 10. In no event shall the GMP be modified except by appropriate Change Order or amendment.

10.2 Field Orders and Supplemental Instructions: Contract Administrator or Consultant have the authority to issue Field Orders or Supplemental Instructions ordering minor changes in the Work, providing the Field Order or Supplemental Instructions involve no change in the Direct Construction Cost or Contract Time.

10.3 Contract Price Element Adjustment Memoranda (CPEAM): Contract Administrator is authorized to issue a CPEAM to reallocate sums between the Contract Price Elements within the GMP. In no event shall the GMP be modified except by Change Order or Amendment. If County changes the Scope of Work, the Fixed Fee shall be adjusted as set forth in Section 10.4. Contractor shall advise Contract Administrator in writing within seven (7) calendar days of receipt of a CPEAM of any objections or claims arising from the CPEAM or same shall be deemed waived. The following specific CPEAMs are contemplated, but additional or different CPEAMs may be issued:

10.3.1 When subcontracts of the Project are bid and have been executed, if the sum of the bids is below the Contractor's Estimated Direct Construction Cost, a CPEAM shall be issued by Contract Administrator to move the surplus to the Owner's Allowance Account. If the sum of the subcontracts awarded exceeds the Contractor's Estimated Direct Construction Cost, the deficiency may be taken by CPEAM from the Owner's Allowance Account at the sole discretion of Contract Administrator, provided however, it shall not be cause to increase the GMP.

10.4 Change Orders: Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the GMP, or the Contract Time, shall be authorized only by written Change Orders approved and issued in accordance with the provisions of the County's Procurement Code or as otherwise approved by County.

10.4.1 Fees for Change Orders shall be determined as follows:

10.4.1.1 The Fixed Fee shall be adjusted if the County increases or decreases the scope of the Work. Adjustments to the Fixed Fee shall be in the percentage amount established in the solicitation document.

10.4.1.2 Subcontractor's percentage markup for overhead and profit shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed ten percent (10%) of the net change to the subcontractor's Cost of the Work. In the event Subcontractor is affiliated with Contractor by common ownership or management, or is effectively controlled by Contractor, no markup or Fixed Fee will be allowed on the Subcontractor's Cost of Work. In the event there is more than one level of Subcontractor, such as second and third tier subcontractors, the sum of all of the Subcontractors', including any tiered subcontractors', percentage markups for overhead and profit shall not in the aggregate exceed twenty percent (20%) of the net change to the subcontractor's Cost of the Work.

10.4.1.3 Whenever a change in Subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate obtained from the Subcontractor and acceptable to Consultant. The breakdown shall list, for each Subcontractor, the quantities and unit prices for materials, labor, equipment, overhead, profit, and other items of the Cost of the Work.

10.4.2 Contractor shall not start work on any changes requiring an increase in the GMP until a Change Order setting forth the adjustments is approved and issued by the County. Upon receipt of a Change Order, Contractor shall promptly proceed with the work set forth within the document.

10.4.3 On approval of any change increasing the GMP, Contractor shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total GMP as increased.

10.4.4 To avoid delays to the Project and to mitigate damages to the Parties, Change Orders may be issued unilaterally by County. Upon receipt by Contractor of a unilateral Change Order, Contractor shall proceed with the work set forth in the unilateral Change Order.

ARTICLE 11 - PAYMENTS AND COST OF THE WORK

11.1 The term "Cost of the Work" shall mean the sum of all direct costs necessarily and reasonably incurred and paid by Contractor in the performance of the Work. The basis of payment for Direct Costs shall be Contractor's actual direct costs as established by the Subcontractor bidding process described in Exhibit A. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of County. The Cost of the Work shall include only the items as follows:

11.1.1 Contractor's Direct Construction Cost: Contractor's Direct Construction Cost, as generally described on Exhibit 1-E and, subsequently on Exhibit 1-R, attached hereto, to be 100% performed by subcontractors selected in accordance with Exhibit A. Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, the Cost of the Work shall be determined by application of unit prices to the quantities of items involved. If the subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work.

11.1.2 Contractor's Labor Costs: Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Contract Documents shall be limited to salaries plus labor burden as set forth in the schedule of job classifications agreed upon by County and Contractor in Exhibit 2-E and, subsequently, Exhibit 2-R. Payroll costs for employees not employed full time on the Work covered by the Agreement shall be apportioned on the basis of the time the employees spent on the Work. Payroll costs shall include salaries and wages plus the labor burden to cover costs including social security contributions, unemployment, excise and payroll taxes, health insurance, sick leave, and vacation and holiday pay.

11.1.3 Materials and Equipment: Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 12 pertaining to Discounts, Rebates and Refunds; rentals of all construction equipment, machinery and parts, in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in

accordance with the terms of said agreements. The rental of any such equipment, machinery and parts shall cease when the use thereof is no longer necessary for the Work.

11.1.4 Miscellaneous costs:

11.1.4.1 The cost, as documented by Contractor's detailed receipts, of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.

11.1.4.2 Premiums (net) on bonds and insurance, including Subcontractor bonds, if any, that Contractor is obligated to secure and maintain under the terms of the Contract Documents and such other insurance and bonds as may be required, subject to the written approval of the County. Premiums paid shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the County. Self-insurance by Contractor or insurance through any affiliates of Contractor shall not be permitted without the County's prior written approval. County's approval shall not be required on Subcontractor bonds, and premiums thereof shall be considered a Cost of the Work.

11.1.4.3 The cost of obtaining and using any utility services required for the Work that are not paid directly by County, including fuel and sanitary services at the Project site.

11.1.4.4 The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require Subcontractors to remove all debris daily created by their activities, and Contractor shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the Subcontractors who fail in this regard, provided, however, Contractor shall not be required to remove debris created by the County's separate contractors except pursuant to Change Order procedures set forth herein.

11.1.4.5 Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes.

11.1.4.6 All reasonable costs and expenditures necessary for the operation of the Project job site office(s), including cost of field computer equipment and software.

11.1.4.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

11.2 **Exclusions to Cost of The Work:** Overhead is defined as any and all other costs, not referenced in Section 11.1, of Contractor and its operation which are not in direct support of the Project. Contractor agrees to furnish and perform, as a part of Contractor's Fee and without reimbursement, said overhead items. The term "Cost of the Work" shall not include any of the following:

11.2.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor, whether at the Project site or in its principal or a branch office, for general administration that are not specifically included in the General Conditions. All such costs are to be considered administrative costs covered by Contractor's fee.

11.2.2 Other than those expenses authorized by this Agreement, expenses of Contractor's principal and branch offices.

11.2.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.2.4 Other overhead, general expense costs, or charges of any kind.

11.2.5 Entertainment and meal expenses, car allowances (except for vehicle allowances for full-time employees stationed on Project site with advance approval by the Contract Administrator), and charges of a personal nature.

11.2.6 Bonuses, profit-sharing, or other special labor charges.

11.3 **Progress Payments:** Contractor may make Application for Payment for Work completed during the Project at intervals of not more than once a month. Contractor shall, where the Project involves CBE subcontractors, make application for payment for Work completed by such subcontractors during the Project at monthly intervals and shall pay its subcontractors within ten (10) calendar days following receipt of payment from the County for such subcontracted Work. Contractor's application shall show a complete breakdown of the Project components, the percentages completed and the amount due in proportion to the percentage of the Work completed, based upon the Schedule of Values. General Conditions shall be billed at cost or, at Contract Administrator's option, as a Negotiated Lump Sum payable in proportion to the percentage of the Work completed. Contractor shall submit with each Application for Payment,

an updated Project Schedule acceptable to Consultant and Contract Administrator as required by the Division 1 General Requirements, a Certification of Payments to Subcontractors (Form 9 as attached hereto), and either release of liens from Contractor relative to the Work which is the subject of the Application or consent of the Surety as to such payment. All Applications for Payment shall be accompanied by a completed Statement of Compliance in the form attached hereto as Form 2, a completed Certification of Payments to Subcontractors in the form attached hereto as Form 9, and a Monthly (CBE) Utilization Report form attached hereto as Form 7. Form 9 shall be accompanied by a copy of the notification sent to each Subcontractor listed in item 2 of the Form, explaining the good cause why payment has not been made. Each Application for Payment shall be submitted in triplicate to Consultant for certification and distribution to Contract Administrator.

11.3.1 Ten percent (10%) of all monies earned by Contractor shall be retained by County, except for General Conditions. After fifty percent (50%) of the Work has been completed, Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. After ninety percent (90%) of the Work has been completed, Contract Administrator may reduce the retainage to two and one-half percent (2½%) of all monies previously earned and all monies earned thereafter. Nothing contained herein requires the County to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the County or Contractor. Subsequent to Final Completion and prior to final payment, retainage may be reduced to a nominal amount at the sole discretion of Contract Administrator. Contract Administrator may authorize release of retainage to a particular Subcontractor or trade when the Work of that Subcontractor or trade is satisfactorily completed. Any interest earned on retainage shall accrue solely to the benefit of County.

11.3.2 County may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied; claims filed or reasonable evidence indicating probable filing of claims by other parties; failure of Contractor to make payments properly to Subcontractors or for material or labor; damage to another contractor not remedied; Liquidated Damages and costs incurred by County for extended construction administration; failure of Contractor to provide all required documents to County; or other County claims.

11.3.3 The Schedule of Values, prepared in accordance with Division 1 General Requirements, shall expand and detail the items contained in Exhibits 1-R and 2-R attached hereto, and shall list the cost of materials, the cost of labor, the cost of equipment and the cost of Subcontractor work separately for all the portions of the Work delineated. Each monthly application for payment shall be for a sum equal to the total of (i) that portion of Direct Construction Cost equal to the percentage of the Work completed; (ii) actual General Conditions Cost; and (iii) an appropriate amount of Fixed Fee as related to the percentage of Direct Construction Cost and actual General

Conditions Cost paid. The calculation of the percentage of the Work completed shall be in accordance with the approved Project Schedule as updated.

11.4 Consultant and Contract Administrator shall review each such Application for Payment and may make such exceptions as Consultant and Contract Administrator reasonably deem necessary or appropriate under the circumstances then existing. In no event, shall the County be required to make payment for items of Contractor's Application for Payment to which the Consultant or Contract Administrator reasonably take exception.

11.5 Contractor shall remain solely liable for the Work and for any unpaid laborers, material suppliers or Subcontractors in the event it is later discovered that any Work is deficient or that any laborers, material suppliers or Subcontractors did not receive payments.

11.6 Within thirty (30) calendar days after Final Completion, Contractor shall submit a final Application for Payment, which shall set forth all amounts due and remaining unpaid to Contractor. Upon approval of the final Application for Payment, Contract Administrator will issue a Final Certificate of Payment in the form attached hereto as Form 3. Contractor shall deliver to Contract Administrator the Form of Final Receipt in the form as attached hereto as Form 4.

ARTICLE 12 - DISCOUNTS, REBATES, REFUNDS AND TAXES

12.1 All cash discounts obtained on payments made by Contractor shall accrue to the County unless Contractor actually advanced its own funds, prior to receipt of funds from County, to make the payment giving rise to the discount. When Contractor becomes aware that a cash discount may be available to County, Contractor shall, prior to advancing its own funds, notify Consultant and Contract Administrator of such opportunity so County may, at its option, make the required payment to achieve the discount for County.

12.2 All trade discounts, rebates and refunds, including those pertaining to insurance, and all returns from sale of surplus materials and equipment shall accrue to County, and Contractor shall make provisions so that they may be obtained.

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

ARTICLE 13 - SUBCONTRACTS AND PURCHASE ORDERS

13.1 Unless waived in writing by Contract Administrator, Contractor shall obtain competitive pricing through competitive, sealed bidding for One Hundred Percent (100%) of Direct Construction Cost and those biddable elements of the General Conditions for the Work required under this Agreement pursuant to the requirements specified on Exhibit A.

13.2 Contractor's subcontract agreement shall provide that: Subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the Contract Documents; Subcontractor is bound to Contractor to the same extent Contractor is bound to County; and Subcontractor is subject to the terms and conditions of the Agreement, i.e., a "flow-down" provision. Further, the subcontractor agreement shall provide that in the event this Agreement is terminated for any reason, the Subcontractor shall, at County's option, perform its subcontract for County, or for another contractor designated by County, without any additional or increased cost, provided Subcontractor is paid in accordance with its subcontract. Contractor shall sign and cause each Subcontractor to sign an Assignment of Rights under its subcontract.

13.3 Nothing contained herein shall impose on County an obligation to assume any subcontract or make payment to any Subcontractor, vendor, or supplier to perform pursuant to this section. Further, nothing contained herein, shall create any contractual relationship between County and any Subcontractor, vendor, or supplier.

13.4 All subcontracts shall, so far as practicable, contain unit prices for use in determining the cost of any required changes in the work.

ARTICLE 14 - INSURANCE

14.1 The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements section which is a part of the Contract Documents. For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

14.2 Contractor shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

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

14.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

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

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

Contractor shall maintain products/completed operations coverage for at least three (3) years after the final completion of the Work, unless a longer period is identified in the Minimum Insurance Requirements. In that case, the term specified in the Insurance Requirements shall supersede.

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

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

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect the County against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish the County with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as the named insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Agreement. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

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

14.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

14.3.6 Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to

all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which would have been covered had the coverage been provided on an occurrence basis.

County and Consultant shall be included as "Additional insureds" on the policy. Contractor shall be responsible for all deductibles in the event of a claim.

14.3.7 Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to County as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by County's Risk Management Division.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit which is less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit which is less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by the County's Risk Management Division.

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

The Builder's Risk policy shall reflect County as an "Additional Insured" and as a loss payee.

The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against County.

County reserves the right to provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the contractors' or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors.

If County elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by the Contractor may be modified to account for the insurance being provided by County. Such modification may also include execution of Waiver of Subrogation documentation.

In the event that a claim occurs for this Project and is made upon County's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

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

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

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

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

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

14.9 If Contractor uses a Subcontractor, Contractor shall require each Subcontractor to endorse County and Consultant as "Additional Insureds" on the Subcontractor's Commercial General Liability policy.

ARTICLE 15 – INDEMNIFICATION

15.1 Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentional misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require Contractor to indemnify County, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, Contractor shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

15.2 The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at County’s option, any and all claims of liability and all suits and actions of every name and description covered by Section 15.1 above that may be brought against County whether performed by Contractor, or persons employed or utilized by Contractor.

ARTICLE 16 - PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

16.1 Within fifteen (15) calendar days of the Board’s action to approve this Agreement, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as Forms 5 and 6. Each Bond shall be maintained in the amount of one hundred percent (100%) of the GMP guaranteeing to County the completion and performance of the Work covered in such Agreement as well as full payment of all suppliers, material providers, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 16.3. Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the GMP, or an additional bond shall be conditioned that Contractor will, upon notification by County, correct any defective or faulty work or materials which appear within one year after Final Completion.

Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.

16.2 Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier’s check or unconditional letter of credit in Form 00735 attached hereto as Form 8. Such alternate forms of security shall be subject to the approval of County and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by County for one year after Final Completion and acceptance of the Work by County.

16.3 Qualifications of Surety:

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

16.3.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised July 1, 1997 (31 C.F.R. Section 223.10, Section 223.111). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

16.3.3 The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.

16.3.4 The surety company shall have at least the following minimum ratings:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	A,A-	Class I
1,000,001 to 2,000,000	A,A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 17 - INDEPENDENT CONTRACTOR

In performing its obligations hereunder, Contractor shall be deemed an independent contractor and not an agent or employee of the County. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters.

ARTICLE 18 - PROJECT RECORDS AND RIGHT TO AUDIT

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

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

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

- a) Compliance with Contract Documents
- b) Compliance with County's code of ethics
- c) Compliance with Agreement provisions regarding the pricing of change orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by the Contractor

including subcontractors, or any of its other payees.

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

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

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

18.3 Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written agreement between Contractor and payee. Contractor will

ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

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

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

ARTICLE 19 - SURVEY

As required by the technical specifications (or, in absence of technical specification requirements prior to submission of the final Application for Payment), Contractor shall furnish final surveys in electronic file, AUTOCAD (latest version) format utilizing CAD Standards as designated by Contract Administrator, in addition to one (1) complete set in Adobe PDF format and two (2) sets of hard copy, showing the exact locations of all structures and underground site utilities installed by Contractor, including all water, sewer, gas, fuel, telephone, security and electric lines and main, and locations of all easements for such utilities then existing. Such surveys shall be prepared, signed, and sealed by a licensed Florida surveyor who shall certify that the Work is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overhang or encroach upon any easement or right-of-way of others.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

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

20.1.1 The chemical name and the common name of the toxic substance.

20.1.2 The hazards or other risks in the use of the toxic substance, including: (1) the potential for fire, explosion, corrosion, and reaction; (2) the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and (3) the primary routes of entry and symptoms of overexposure.

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

20.1.4 The emergency procedure for spills, fire, disposal, and first aid.

20.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

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

20.2 Contractor agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Section 20.5), except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.

20.3 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, Contractor shall immediately stop Work in the area affected and report the condition to the Consultant and Contract Administrator in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of the Consultant and Contract Administrator if in fact a Hazardous Substance has been encountered and has not been rendered harmless.

20.4 Contract Administrator, through the Consultant, may direct Contractor by utilization of Owner's Allowance Account funds to remediate or render harmless the Hazardous Substance in accordance with any applicable permits then in existence, but Contractor shall not be required to remediate or render harmless the Hazardous Substance absent such direction or if Contractor cannot obtain the appropriate insurance. If Contractor is not so directed, Contractor shall not be required to resume Work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated or rendered harmless.

20.5 For purposes of this Agreement, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which are defined in or included under or regulated by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Clean Water Act (CWA), the Clean Air Act

(CAA), and the Marine Protection Research and Sanctuaries Act (MPRSA), the Occupational Safety and Health Act (OSHA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively herein as "Environmental Laws"). It is Contractor's responsibility to comply with this article based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

20.6 Safety and Protection: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (1) all employees on the Project site and other persons who may be affected thereby; (2) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and (3) other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

20.7 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Sections 21.6(2) and 21.6(3) above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work achieves Final Completion and acceptance by County.

20.8 Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to County.

ARTICLE 21 - PERMITS, LICENSES AND IMPACT FEES

21.1 Pursuant to the Public Bid Disclosure Act, EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT ARE AS FOLLOWS: Occupational Licenses must be in effect as required by Florida Statutes Section 205.065, and must be submitted within fifteen (15) days of execution of this Agreement. Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above.

21.2 Contractor shall secure and County will pay for the master building permit. Except as otherwise provided by the Contract Documents, all trade permits, sub-permits, and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Agreement shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

21.3 Impact fees levied by any municipality shall be paid by County.

21.4 Contractor shall notify the Contract Administrator in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of Contractor. If Contractor performs any of the Work knowing it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give the Contract Administrator written notice thereof prior to performance thereof, Contractor shall bear all costs, liabilities and expenses arising therefrom.

21.5 Contractor shall be responsible for obtaining all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.

ARTICLE 22 - PERSONNEL

22.1 All personnel used or employed by Contractor in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the Contract Administrator or the Consultant, Contractor shall not use in the performance of the Work any personnel deemed by the Contract Administrator or the Consultant to be incompetent, careless, unqualified to perform the work assigned to that person him, or otherwise unsatisfactory to the County.

22.2 Contractor shall employ only such labor, and engage Subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which Contractor or any other contractor may then be erecting or altering on behalf of the County. Contractor shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of Work by other contractors or by subcontractors.

22.3 Contractor shall furnish the Contract Administrator and Consultant on request résumés of Contractor's key personnel involved in the day-to-day Work on the Project.

22.4 Prevailing Wage Rate Ordinance: This Project is not federally funded. If the Agreement is in excess of \$250,000, the following sections shall apply:

22.4.1 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register. The Prevailing Wage Determination applicable to the Work is attached hereto as Exhibit 3.

22.4.2 All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.

22.4.3 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.

22.4.4 In the event it is found by Contract Administrator that any laborer, mechanic, or apprentice employed by Contractor or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the Broward County Prevailing Wage Ordinance No. 83-72, Contract Administrator may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages, and (2) prosecute the Work or portion thereof to completion. Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.

22.4.5 Sections 22.4.1 through 22.4.4 above shall apply to this Agreement to the extent that it is (1) a prime contract subject to the ordinance, or (2) a subcontract subject to the ordinance under such prime contract.

22.4.6 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records for a period of three (3) years, or required retention period, whichever is longer, thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain: the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

22.4.7 Contractor shall submit with each requisition for payment a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72 as set forth in Form 00922 attached hereto as Form 2.

22.4.8 Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by Contractor or any Subcontractor on the Work, the full amount of wages required by the Agreement.

22.4.9 If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Agreement, Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

ARTICLE 23 - CONTRACTOR'S WARRANTIES

23.1 Contractor warrants to County that all materials and equipment under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator and Consultant, may be considered defective.

23.2 Contractor shall collect and transmit to the County any and all manufacturer's warranties and manufacturer's guarantees specified in the Contract Documents. The obligation and liability of Contractor or its Surety is limited to the collection and proper transmittal of these warranties and guarantees to Contract Administrator.

23.3 Contractor further represents and warrants:

23.3.1 It is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the materials, and services; that it is experienced in and competent to perform the Work contemplated by this Agreement; and it is qualified to do the Work herein and is authorized to do business in the State of Florida.

23.3.2 It holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

23.3.3 The Work shall be performed in a good and professional manner, free from defects in materials and execution, and that all materials shall be new and approved by or acceptable to the Consultant, except as otherwise expressly provided for in the Contract Documents.

23.4 Contractor's express warranties herein shall be in addition to, and not in lieu of, any other warranties or remedies the County may have under this Agreement and law.

ARTICLE 24 - DEFECTIVE WORK

24.1 Consultant and Contract Administrator shall have the authority to reject or disapprove Work which is found to be defective. If required by Consultant or Contract Administrator, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall be responsible for all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

24.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Consultant or Contract Administrator, County shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare a default.

24.3 If, within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from County, shall promptly correct the defect(s) or non-conformance(s) within the time specified by County without cost to County. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents and any claim regarding latent defects.

24.4 Failure by County to reject any defect or non-conformance in the Work shall not in any way prevent later rejection when such defect or non-conformance is discovered, or obligate County to accept or pay for the Work.

24.5 Contractor shall (i) replace any part of the Work that fails to conform with the requirements of this Agreement that appear during progress of the Work on the Project; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Final Completion of the Work or portions thereof hereunder or within such longer period of time as may be set forth in the Contract Documents or as may be required by law; and (iii) replace, repair or restore any parts of the Project or furniture, fixtures, equipment or other items placed therein (whether by the County or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or are due to defects in the Work. This article shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor or subcontractor of the County unless Contractor is acting in such capacity or capacities.

24.6 If the County and Contractor deem it inexpedient to require the correction of Work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the GMP shall be made by agreement between Contractor and the County. Until such settlement, the County may withhold such sums as the County deems just and reasonable from moneys, if any, due Contractor. If no monies are held by the County, reimbursement shall be made to the County within thirty (30) calendar days by Contractor.

ARTICLE 25 - COUNTY'S RIGHT TO TERMINATE CONTRACT

25.1 If Contractor fails to begin the Work within ten (10) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsuitably, or causes it to be rejected as defective and unsuitable, or discontinues the prosecution of the Work pursuant to the accepted schedule, or fails to perform any material term set forth in the Contract Documents, or becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same. If Contractor, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then County may upon written certificate from Consultant of the fact of such delay, neglect or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, County may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Contractor shall be liable and shall pay to County the amount of said excess.

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

25.3 Termination for Convenience: This Agreement may be terminated for convenience in writing by County upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes

effective. In such case, Contractor shall be paid for all Work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for Work or services performed. No payment shall be made for profit for Work or services that have not been performed. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which is hereby acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

25.4 Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

25.5 This Agreement may also be terminated by the Board:

25.5.1 Upon the disqualification of Contractor as a CBE by the Director of OESBD if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor;

25.5.2 Upon the disqualification of Contractor by the Director of OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Agreement or attempting to meeting the CBE contractual obligations;

25.5.3 Upon the disqualification of one or more of Contractor's CBE participants by the Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor or such participant;

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

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

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

25.7 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by County until all documents are provided to County as provided herein.

ARTICLE 26 - MISCELLANEOUS

26.1 Public Entity Crime Act: Contractor represents that it is familiar with the requirements and prohibitions of 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, Contractor 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 Contractor 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 Contractor under this Agreement.

26.2 Ownership of Contract Documents: Drawings, specifications, designs, models, photographs, reports, surveys, and other data submitted by Contractor provided in connection with this Agreement are and shall remain the property of the County whether the Project for which they are made is completed or not. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor shall become the property of County and shall be delivered by Contractor to County within seven (7) calendar days of termination of the Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

26.3 Contractor's Representative: Contractor shall advise the County, in writing, of any limitations on the authority of Contractor's representative; otherwise, Contractor's representative shall be considered to have full authority to execute any and all instruments requiring Contractor's signature and to act on behalf of Contractor with respect to all matters arising out of this Agreement.

26.4 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.

26.4.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Consultant's estimates and decisions upon all questions, claims, difficulties and disputes shall be final and binding.

26.4.2 All non-technical administrative disputes (such as billing and payment and CBE reporting issues) shall be determined by Contract Administrator.

26.4.3 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall proceed diligently with performance of this Agreement and the County shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

26.4.4 In the event the determination of a dispute by the Consultant under this article is unacceptable to any of the Parties hereto, the party objecting to the determination must notify the other party, the County Administrator or designee, in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and the objecting party's proposed resolution. If notice is given by Contractor, it must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the County Administrator or designee. The County Administrator's decision shall be final and binding on the Parties subject to judicial review.

26.4.5 For any disputes which remain unresolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

26.5 Notices: All notices to be given hereunder shall be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postage prepaid, return receipt requested or by sent by commercial express carrier with acknowledgment of delivery, or by hand delivery, with a simultaneous copy sent via electronic mail, addressed to the party for whom it is intended at the last place specified. All notices to be given to the Parties hereto shall be sent to or made to the addresses as shown in the Summary

of Terms and Conditions. The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this section.

26.6 EEO Compliance:

26.6.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure by Contractor to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit the County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under applicable law, with all of such remedies being cumulative.

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

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

26.7 CBE Compliance:

26.7.1 Contractor shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

26.7.2 Contractor acknowledges that the Board, acting by and through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County if Contractor concludes that the modification exceeds the authority of this section of this Agreement. Failure of Contractor to timely

notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

26.7.3 Contractor agrees to meet the CBE participation goal set forth in the Summary of Terms and Conditions by utilizing CBE firms for the Work. Contractor stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Contractor shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work, in which event Contractor shall notify County and the OESBD may adjust the CBE participation goal by written notice to Contractor. Contractor Party may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

26.7.4 The CBE goal established for this Agreement applies to the total Project. Project compliance with the CBE Goal stated above shall be established by applying the CBE goal percentages to the sum of the following Contract Price Elements of the Guaranteed Maximum Price that will be established for the Project:

- a) Reconciled Direct Construction Cost
- b) Reconciled General Conditions – Biddable Elements

26.7.5 In performing services for this Project, the Parties hereby incorporate Contractor's Statement of CBE Assurance, Exhibit 5. After the bidding process set forth in Exhibit A, Contractor shall complete the Letter(s) of Intent, Exhibit 6, indicating approved CBE Participation.

Prior to the issuance of a Notice to Proceed for construction by Contract Administrator, Contractor shall enter into written subcontracts with the CBE firms selected to fulfill the CBE participation goal for this Agreement and shall, within ten (10) days, provide copies of the subcontracts to the Contract Administrator and the OESBD.

26.7.6 Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's Party's compliance with the CBE participation goals stated in this article. In addition, Contractor shall allow County to engage in on-site reviews to monitor Contractor's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Contractor's books and records, including payroll records, tax returns and records, and books of account, on three (3) business days' notice.

26.7.7 In the event of Contractor's noncompliance with its CBE participation goal (including, without limitation, the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and the Contractor.

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

26.8 Workforce Investment Program: Excluding Preconstruction Services or any other services that are not included in the Direct Construction Cost, the remainder of this Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"), as may be amended. For the Covered Contract portion of this Agreement, Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of the Covered Contract portion of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to

demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal for the Covered Contract portion of this Agreement shall constitute a material breach of this Agreement.

26.9 Hurricane And Disaster Preparedness

26.8.1 Pre-Hurricane and Disaster Provisions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, Contractor, except as specified below, shall take all reasonable precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same. Compliance with any specific hurricane warning or alert precautions will not constitute additional work. Suspension of the work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay. At the discretion of Contract Administrator, Contractor shall be reimbursed actual documented expenses for materials and labor incurred due to hurricane preparations that are outside of the normal daily General Conditions costs.

26.8.2 Post-Hurricane and Disaster Provisions: The County may issue, through its Director of Public Works or Contract Administrator, Construction Change Directives or other enabling documents to mobilize Contractor and its subcontractors in the aftermath of a hurricane, natural disaster or other emergency for the purposes of damage assessment and providing temporary and permanent repairs to County facilities (or other facilities as may be assigned by County). Contractor shall mobilize upon mutual agreement of specific terms for this work.

In the immediate aftermath of a storm, natural disaster or other emergency, Contractor and Contract Administrator shall establish communications to determine an assessment and recovery plan and to establish a preliminary list of emergency recovery activities that Contractor shall undertake. Contractor and Contract Administrator shall utilize that preliminary list of emergency recovery activities to develop one or more Construction Change Directives for execution by Contract Administrator and Contractor. Upon mutual agreement, Contract Administrator shall issue the executed Construction Change Directives upon receipt of which, Contractor shall immediately undertake the emergency actions described therein.

Contractor shall mobilize personnel, subcontractors and equipment as necessary to complete the tasks required by a Construction Change Directive for hurricane or other disaster recovery.

County shall issue Purchase Orders and other procurement documents as necessary to support of Construction Change Directives as issued by the Director of Public Works or Contract Administrator.

Contractor shall maintain detailed records of the Work and provide full information required for evaluation and to substantiate costs and time adjustments as may be necessitated by these required changes in the Work.

Contractor shall coordinate invoicing and payment procedures for emergency recovery work with Contract Administrator to ensure expeditious payment and segregation of such payments from those applicable to the non-emergency Work required by this Agreement.

26.10 Third Party Beneficiaries: Neither Contractor nor County intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

26.11 Conflicts: Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of County in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding. Contractor agrees to prohibit its subcontractors, by written contract, from having any conflicts as within the meaning of this section.

26.12 Joint Preparation: Preparation of this Agreement has been a joint effort of County and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

26.13 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) of the County Procurement Code. Execution of this Agreement by Contractor shall also serve as Contractor's required certification that it either has a drug-free workplace in accordance with Chapter 21.31(a) of the County Procurement Code.

26.14 Assignment: Contractor shall not assign this Agreement or subcontract it as a whole without the prior written consent of the County; nor shall Contractor assign any monies due or to become due to it hereunder, without the prior written consent of the County.

26.15 Waiver: No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default

by such party hereunder, nor deemed to be a modification of this Agreement. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder, provided however this section shall not alter or amend the notice provisions set forth in the Agreement. Inspection by, payment by or tentative approval or acceptance by the County, or the failure of the County to perform any inspection hereunder shall not constitute a final acceptance of the Work or any part thereof and shall not release Contractor from any of its obligations hereunder.

26.16 Entire Agreement; Severability; Amendments: This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, the Parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 10. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.

26.17 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26.18 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. ANY CONTROVERSIES OR LEGAL PROBLEMS ARISING OUT OF THIS AGREEMENT AND ANY ACTION INVOLVING THE ENFORCEMENT OR INTERPRETATION OF ANY RIGHTS HEREUNDER SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE COURTS OF THE SEVENTEENTH JUDICIAL CIRCUIT OF BROWARD COUNTY, FLORIDA, THE VENUE SITUS, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.**

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

26.19 Truth in Negotiations: Contractor's compensation under this Agreement is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Contractor's compensation 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.

26.20 E-Verify Certification: Where required by Florida Executive Order, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (a) all persons employed during the contract term by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to this Agreement with County.

26.21 Scrutinized Vendor certification: This Agreement may be terminated for cause if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if Contractor provides a false certification (Form 11) submitted pursuant to Section 287.135, Florida Statutes, as amended.

26.22 Representative of County and Contractor: The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon Contractor's request, shall advise Contractor in writing of one (1) or more County employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed. Contractor shall inform the Contract Administrator in writing of Contractor's representative to whom matters involving the conduct of the Project shall be addressed.

26.23 Interpretation: The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

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

[WHEN DETERMINED TO BE APPLICABLE BASED ON SOLICITATION DOCUMENTS]

26.25 Domestic Partnership Requirement: Contractor certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of this Agreement. The failure of Contractor to comply shall be a material breach of this Agreement, entitling County to pursue any and all remedies provided under applicable law including, but not limited to: (1) retaining all monies due

or to become due Contractor until Contractor complies; (2) termination of this Agreement; and (3) suspension or debarment of Contractor from doing business with County.

26.26 Regulatory Authority: In the event County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's authority as a governmental body and shall not be attributable in any manner to County as a party to this Agreement.

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

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

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

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

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

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

[DELETE IF NOT APPLICABLE]

26.28 Additional Security Requirements. Consultant certifies and represents that it will comply with the [Port Everglades Security Requirements] [Airport Security Requirements] attached hereto and incorporated herein as Attachment ____.

[DELETE IF NOT APPLICABLE]

26.29 Federally Funded Contracts. Consultant certifies and represents that it will comply with the Federally Funded Contract Requirements attached hereto and incorporated herein as Attachment ____.

(Remainder of page is blank)

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR MANAGING
GENERAL CONTRACTOR CONSTRUCTION SERVICES FOR _____
IN BROWARD COUNTY, FLORIDA (RLI # _____)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__ and CONTRACTOR, _____, signing by and through its President/Vice President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
the Ex Officio Clerk of the
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20__

Approved as to insurance
requirements and insurance
documentation:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
115 S Andrews Ave, Suite 423

Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-7641

By _____

By _____

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR MANAGING
GENERAL CONTRACTOR CONSTRUCTION SERVICES FOR _____
_____ IN BROWARD COUNTY, FLORIDA (RLI # _____)

CONTRACTOR

ATTEST:

(Secretary)

By _____
(Signature & title)

(Corporate seal)

(Typed name & title, as signed above)

_____ day of _____, 20__.

Witnesses:

Signature of Witness

Printed or Typed Name of Witness

Signature of Witness

Printed or Typed Name of Witness

LIST OF EXHIBITS, FORMS & ATTACHMENTS

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EXHIBIT A
SCOPE OF SERVICES
Preconstruction Services

1. The Project and Definitions

1.1. Project Description and Program

1.1.1. The following paragraphs and articles form a general description of the professional services required for preconstruction services in support of the new facilities contemplated by County. As such, it is not all-inclusive and the County does not represent that it is a complete inventory of the professional services necessary to achieve the County's goals for the new facility. The following paragraphs represent the County's anticipated minimum level of performance for Contractor but does not limit the professional services that may be required during any project phase described herein.

1.2. Project Description

1.2.1. Refer to the Summary of Terms and Conditions for the project description and location.

1.3. Project Definitions

1.3.1. BIM - Building Information Modeling. This is the process of generating and managing a three dimensional representation file of the project with integral specification data resulting in a Building Information Model that can be linked, networked or exchanged.

1.3.2. CAD / CADD – Computer-Aided Design or Computer-Aided Design and Drafting.

1.3.3. COBie – Construction Operations Building Information Exchange. A data format focused on the delivery of subset non-geometric building information and specifications extracted from the Building Information Model.

1.4. Contract Administrator's Project Data and Documentation

1.4.1. An architectural and engineering program and other related documents will be provided by Contract Administrator to provide Contractor with an overview of the project as developed by County and Contractor. These documents may include (if available to Contract Administrator) site surveys, soil boring/geotechnical reports and other data concerning the site and project.

1.4.2. Contract Administrator shall provide electronic copies of design documentation as necessary for Contractor's Basic Services (such as estimating, scheduling and constructability reviews) to Contractor. Contractor shall provide its own hard copy documents if such are required for the provision of Contractor's services. Contractor shall be responsible for printing, reproduction and photography for

documents required as part of preparing Contractor's deliverables for Basic Services as described in further detail below. Contractor is encouraged to utilize electronic copies of drawings where possible to reduce the need for printed hard copies of documents.

2. Preconstruction Basic Services

2.1. Basic Services

- 2.1.1. The tasks and services listed below in Article 3, Preconstruction Tasks, in addition to those specified in the Agreement, related to the Project and other professional services, as necessary, to meet the needs of County for the Project.
- 2.1.2. The listed tasks and services shall not limit those Project-related tasks, activities or services that may be requested by Contract Administrator.

3. Preconstruction Tasks

3.1. General Requirements

- 3.1.1. Contractor agrees to:
 - 3.1.1.1. Provide complete preconstruction and other professional services set forth below and all necessary personnel, equipment and materials to perform services;
 - 3.1.1.2. Complete those preconstruction services in accordance with a Project schedule to be developed jointly between Contract Administrator, Consultant and Contractor and finalized not later than 20 calendar days following the effective date of the Notice to Proceed with preconstruction services as issued by Contract Administrator. Attachment 1, Preliminary Project Schedule, as attached to this Exhibit A is provided for Contractor's Consultant's and Contract Administrator's use in deriving Contractor's Project Schedule;
 - 3.1.1.3. Complete those preconstruction services in support of delivering a facility (or facilities) within County's established Guaranteed Maximum Price for the Project.
- 3.1.2. Contractor shall attend Project review and coordination meetings with representatives of Contract Administrator and Consultant throughout the Design Phases of the Project. The frequency of such Project review and coordination meetings may vary at Contract Administrator's discretion pending the status and progress of the Project and Contractor's preconstruction services. At each of these meetings, Contractor, Contract Administrator and Consultant shall review the Project's budget, schedule, and scope along with Contractor's development and progress to date on the respective preconstruction services and any special problems related to the continuing progress of the Project. For

each Project meeting and as may be otherwise appropriate during this Project phase, Contractor shall provide schedules, estimates, reports and other documents sufficient to illustrate progress and the issues at hand for Contract Administrator's review. Contractor shall not be entitled to claims for delays to the Project Schedule due to Contractor's failure to provide such documents.

- 3.1.3. Contractor (including representatives of each subconsulting / subcontracting firm engaged by Contractor to provide preconstruction services pursuant to this Agreement, if any), Consultant and Contract Administrator shall attend a "Preconstruction Services Kick-Off" meeting and a "Preconstruction Debriefing" meeting that will be scheduled by Contract Administrator at the beginning and end of each of the Preconstruction Services. The Preconstruction Kick-Off meeting will provide a forum for the entire Project team to review project goals, continuing project issues, and review performance expectations for the Project. The Preconstruction Debriefing Meeting will provide a forum in which the entire Project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.
- 3.1.4. Contractor shall attend other periodic coordination meetings as scheduled by Contract Administrator or Consultant. These meetings will be scheduled to address and coordinate specific design and planning issues for the Project. Members of County's using agencies and other County offices participating in the Project may attend these meetings to coordinate and communicate their functional requirements and preferences.
- 3.1.5. If public art is a component of the Project, Contractor, Consultant, Contract Administrator and the artist(s) selected by County shall attend periodic coordination meetings throughout the Project as scheduled by Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.
- 3.1.6. Contractor shall coordinate and develop processes with Consultant and Contract Administrator to facilitate the County in seeking to obtain the highest certification possible under Leadership in Energy and Environmental Design (LEED) for New Construction and Major Renovations following the U.S. Green Building Council guidelines. Contractor shall attend periodic coordination meetings throughout the Project as scheduled by Consultant and or Contract Administrator to address the implementation of LEED principles, practices and construction.
- 3.1.7. Contractor shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic

media submittals are contained in Attachment 2, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Contractor in writing for the consideration of Contract Administrator.

- 3.1.8. Documents, electronic media and other materials submitted to Contract Administrator by Contractor shall be retained by Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 3.1.9. Contractor shall make complete document submittals as listed or described below. Contractor may request Contract Administrator to allow incomplete or partial submittals with Contractor's demonstration of significant benefit to the Project. Such requests shall be made of Contract Administrator in writing and at least 14 calendar days prior to the applicable submittal deadline. Approval of such requests shall be at the sole discretion of Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to Contractor un-reviewed and unaccepted by Contract Administrator and subject to any liquidated damages applicable as provided for elsewhere in this Agreement.

3.2. Administrative Requirements

- 3.2.1. Contractor shall confer with representatives of Contract Administrator to verify and confirm the scope of Preconstruction Services, the status of the Project, Consultant's progress with its assigned professional services, the activities of County's using agencies, and other administrative information required for the Project. These shall include:
 - 3.2.1.1. Contractor, Contract Administrator, Consultant and Using Agency shall coordinate and establish a listing of Contract Administrator, Using Agency and other representatives who will be providing information or feedback to Contractor during the preconstruction process. Contractor shall prepare and distribute list including the Representative's name, title, organization, address, phone, alternative phone numbers (cellular/mobile, job site, etc.), fax and e-mail addresses. Contractor shall periodically review, update and coordinate this list with Contract Administrator, Consultant and Using Agency throughout the preconstruction process.
 - 3.2.1.2. Contractor, Contract Administrator, Consultant and Using Agency shall coordinate, establish and verify a chain of responsibility or decision making in County's Project and functional organizations for use in later decision making during the preconstruction process and the subsequent construction phase(s).

- 3.2.1.3. Contractor shall obtain and mobilize any subcontractors/consultants or other specialists to provide technical or functional information as Contract Administrator and Contractor mutually agree to be necessary to render the preconstruction services.
- 3.2.1.4. Contractor shall obtain Contract Administrator's and Consultant's preliminary list of equipment and any special equipment, or equipment that requires custom fabrication or unique installation. Contractor shall advise and assist in Contract Administrator's coordination of that list with requirements for construction to include review of integration of construction requirements into contract documents, project scheduling, project budget, and communication of related issues. When such special equipment is to be provided by County, pricing and specification of those items shall be responsibility of Contract Administrator or Consultant.
- 3.2.1.5. Contractor shall obtain Contract Administrator's preliminary list of "County supplied materials" (including furniture and equipment items), construction or related work to be performed by County (or others), and any salvage items projected to be retained by County. Contractor shall advise and assist in Contract Administrator's coordination of that list with requirements for construction to include review of integration of construction requirements into contract documents, project scheduling, project budget, pricing of Contractor's installation of County supplied materials and communication of related issues. Pricing and specification of any such County supplied materials or work items shall be responsibility of Contract Administrator or Consultant.

3.3. Project Approvals Action Plan

- 3.3.1. Contractor shall confer with Contract Administrator and Consultant to jointly develop a "Project Approvals Action Plan" for obtaining all site plan approvals, development orders, permits, licenses and other approvals from all agencies with jurisdiction over the project.
 - 3.3.1.1. This plan shall verify and further develop preliminary information that may have been developed by either Contract Administrator or Consultant. Contract Administrator or Consultant will make their preliminary documentation available to Contractor. Project Approvals Action Plan shall confirm and include a listing of those regulatory or jurisdictional agencies with authority over the Project, document submittal requirements, application and permit fees, anticipated review times, duration/expiration periods for any issued approval(s), and the party responsible for making submittal of documents and fees related to any approval, review or licensure.

- 3.3.1.2. Contractor shall include scheduling information derived from the “Project Approvals Action Plan” into Project schedules further described below and shall coordinate with Contract Administrator and Consultant concerning optimum timing for submittals, corrections, reviews and other milestone dates/periods pertinent to the Project approvals process.
- 3.3.1.3. Contractor shall submit (5) copies of the Project Approvals Action Plan to Contract Administrator prior to Consultant’s submittal of Design Development.
- 3.3.1.4. Upon discovery of changes to building codes, regulatory agencies and other jurisdictional requirements that impact the project, Contractor shall advise Contract Administrator and Consultant and modify the “Project Approvals Action Plan” on an as needed basis to ensure the project’s continued and future compliance with the process for obtaining jurisdictional approvals.

3.4. Project Approvals and Permits

- 3.4.1. With assistance from Contract Administrator and Consultant, Contractor shall coordinate and make applications to obtain permits, approvals and authorizations from jurisdictional agencies with authority over the project.
- 3.4.2. Contractor shall meet on an as-needed basis with jurisdictional agencies in order to clarify or explain submitted documents and to ascertain the scope and intent of review comments made by those jurisdictional agencies.
- 3.4.3. Contractor shall provide graphic and written documents as necessary to facilitate these jurisdictional reviews, including issuing revised drawings and specifications in response to review comments and other concerns generated by those jurisdictional agencies without additional cost to County.

3.5. Scheduling

- 3.5.1. Contractor shall provide Project Schedules as a part of its Preconstruction Services as outlined below. Project specific deviations or refinements of the requirements presented below may be allowed with advance written authorization of Contract Administrator. Written authorization from Contract Administrator will not be unreasonably withheld.
- 3.5.2. Contractor shall develop a Detailed Project Schedule, utilizing critical path method (CPM) logic sequencing, reflecting the design (or remaining portion thereof) and construction of all phases of the overall Project, including but not limited to Contract Administrator’s occupancy and outfitting of the facility, jurisdictional review periods, permitting process, final inspection, occupancy requirements, ordering and delivery/setup of furniture, fixtures and equipment,

and work by other contractors/vendors (including County's own forces and any County procured vendors and contractors) as directed by Contract Administrator.

3.5.3. Contractor shall utilize the completed Detailed Project Schedule, to develop a Project Control Schedule which shall be presented in a bar graph format. The purpose of the Project Control Schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall Project visual aid to easily determine the schedule and status of the total Project. The information derived from these two schedules is to become part of Contractor's management plan developed by Contractor for the Project.

3.5.4. Storyboarding:

3.5.4.1. Contractor shall facilitate and conduct, with Contract Administrator, storyboarding and other activities delineated within Attachment 3, Preliminary Scheduling Procedure, as attached to this Exhibit A.

3.5.4.2. Storyboarding sessions shall include all pertinent project stakeholders as confirmed by Contractor with Contract Administrator.

3.5.4.3. Within 30 days of the effective date of Contractor's initial Notice to Proceed, Contractor shall establish a preliminary storyboarding meeting in order to establish project schedule goals and objectives.

3.5.4.4. Additional preconstruction phase storyboarding meetings shall be scheduled by Contractor, after consultation with Contract Administrator and shall be completed not later than prior to the completion of the 100% Construction Documents by Consultant.

3.5.4.5. Contractor shall utilize information derived from these "storyboarding" meetings to incorporate project team scheduling data (from Contractor and subcontractors, Contract Administrator, using agencies, County's support agencies, Consultant (and Sub-consultants), Contract Administrator's vendors and suppliers, and jurisdictional agencies) into the required Detailed Project Schedule and Project Control Schedule.

3.5.4.6. Contractor shall photographically document storyboarding results and provide a Microsoft Excel version of the final storyboarding sheets indicating tasks, entities responsible for those tasks and the timeline for accomplishment of those tasks. A preferred format for the Excel documentation will be made available by Contract Administrator. Contractor shall distribute photographic and Excel-based storyboarding documentation to all storyboarding participants.

- 3.5.5. Contractor shall submit to Contract Administrator a minimum of two (2) hard copies of both the Detailed Project Schedule and the Project Control Schedule with electronic media copies of all schedules, reports, and other documentation making up those schedule documents.
- 3.5.6. Contractor shall update and submit updated Detailed Project Schedule and Project Control Schedule with each pay application during Preconstruction Services and as may be requested by Contract Administrator.

3.6. Constructability Review

- 3.6.1. Contractor shall review and evaluate design and construction documents at Consultant's Phase II Schematic Design, Phase III Design Development, 50% Construction Documents and 100% Construction Documents phases for clarity, consistency, completeness, coordination and ease of construction in order to achieve the overall objectives of the Project.
- 3.6.2. Contractor's review of the design and construction documents shall include the following activities:
 - 3.6.2.1. Conducting reviews of design and contract documents (drawings and specifications at their respective levels of development by project phase) by preparing a written list with graphic illustrations where applicable of review comments with references to the location of information within the documents (drawing/detail number, spec page, or similar reference). Contractor may, at Contractor's option, prepare a "mark-up" set or partial set of design or contract documents in addition to the list of review comments to facilitate discussions of those comments by Contractor, Consultant and Contract Administrator.
 - 3.6.2.2. Preparing and presenting a written report of review comments, constructability problems and concerns, including:
 - 3.6.2.2.1. Recommendations for improving document coordination, clarity and communication of construction requirements and technical construction information.
 - 3.6.2.2.2. Comments noting constructability issues derived from Contractor's review of design and contract documents (drawings and specifications at their respective levels of development by Project phase).
 - 3.6.2.2.3. Recommendations concerning construction administration, construction sequencing, means and methods, material selection and availability, system integration, field quality

control and assurance, alternate construction methods/techniques and other construction related issues.

3.6.2.3. Attending workshop meetings with Consultant and Contract Administrator to review proposed changes and recommending the changes that are to be implemented for the Project.

3.6.2.4. Verifying and conducting final review of changes to the construction documents.

3.6.2.5. BIM Execution Plan. Construction documents will be developed using Building Information Modeling by Consultant to GSA Level of Development 300 and made available to Contractor for use and further development during the course of the Project. Contractor shall develop this model to GSA Level of development 500 in Phase II, with Facilities Management information made available to Construction Operations Building Information Exchange (COBie) Standards. Contractor shall develop and coordinate a BIM Execution Plan, carry out clash detection analysis and complete preliminary virtual design and construction (VDC) activities as part of the Constructability Review.

3.6.3. Contractor shall submit to Contract Administrator one (1) unbound original and ten (10) plastic-comb bound hard copies of each constructability review report submittal and electronic media copies of all spreadsheets, reports, and other documentation making up the constructability review documents.

3.7. Cost Estimating

3.7.1. Contractor shall provide one estimate for each design Phase as follows:

3.7.1.1. Phase II Schematic Design

3.7.1.2. Phase III Design Development

3.7.1.3. Phase IV 50% Construction Documents

3.7.1.4. Phase V 100% Construction Documents phases

3.7.2. Preparation of Construction Cost Estimates:

3.7.2.1. Contractor shall estimate the cost of the major elements and subcomponents of the Project. The purpose of these Construction Cost Estimates is to verify the owner's ability to complete the project within the established estimated GMP. The cost information derived from these estimates shall directly relate to Contractor's recommendations in the Constructability Reviews and (if authorized by Contract Administrator) Value Engineering Report(s) relative to ways to reduce or control costs.

- 3.7.2.2. All estimates shall be structured to indicate County's Guaranteed Maximum Price as comprised of the following price elements:
 - 3.7.2.2.1. Pre-Construction Services Cost
 - 3.7.2.2.2. Estimated Direct Construction Cost
 - 3.7.2.2.3. Estimated General Conditions Cost
 - 3.7.2.2.4. Estimated Fixed Fee
 - 3.7.2.2.5. Owner's Allowance Account
- 3.7.2.3. Estimates shall be organized to provide a level of detail corresponding to the Construction Specification Institute's (CSI) organizational systems:
 - 3.7.2.3.1. Estimating based on preliminary assemblies information shall be organized according to the CSI's Unifomat system of assembly nomenclature.
 - 3.7.2.3.2. Estimates prepared for the Construction Documents phases shall be organized utilizing the CSI MasterFormat system Division Numbering and 6-digit section numbers as coordinated with or anticipating Consultant's development of the Project specifications. Estimates shall be provided for all Division's and specification sections pertinent to the Project within CSI's Masterformat structure.
- 3.7.2.4. The Construction Cost Estimate made at the 100% Construction Documents phase shall be made when the construction documents are "permit ready" with sufficient detail to permit issuance of a building permit and to obtain all required approval of all governmental authorities having jurisdiction over the project. The 100% Construction Documents phase estimate shall be used as the basis for comparing subcontractor bids, negotiating the actual GMP for the Project and for monitoring status of the project throughout the construction phase.
- 3.7.2.5. Each cost estimate submittal shall include an analysis of the Project's feasibility in terms of County's project budget and County's full range of anticipated "Project" costs. In this capacity, Contractor shall coordinate with Consultant and Contract Administrator in order to understand, assist in development of and represent those project costs in the submitted cost estimates. Project costs may include administrative costs, costs of Owner provided services/materials, jurisdictional and other fees, estimated costs of special consultants, costs for separate contractors, and other County costs which comprise County's Project budget

- 3.7.3. Contractor shall submit to Contract Administrator one (1) unbound and ten (10) plastic-comb bound hard copies of each estimate submittal and electronic media copies of all spreadsheets, reports, and other documentation making up the estimate documents. It is acknowledged and understood by Contractor that County is obligated to provide its client with a copy of each pricing proposal which must include all estimates, conditions, assumptions, schedules, and other documents utilized to establish each phase of pricing.

3.8. Prequalification and Identification of Subcontractors

- 3.8.1. Contractor shall identify potential subcontractor participants throughout the duration of the project as necessary. Contractor agrees to participate in subcontractor or CBE workshops, seminars and open-houses as may be scheduled by Contract Administrator from time to time in order to communicate the opportunities presented to subcontractors and CBE's by this Project.
- 3.8.2. Contractor shall coordinate and confirm detailed bidding requirements and procedures with Contract Administrator during the design development stage of the Preconstruction Services.
- 3.8.3. Contractor shall prepare for Contract Administrator's review, the statement of qualifications for all subcontract work for the Project. Contract Administrator shall state any exceptions to the statement of qualifications within fourteen (14) calendar days after receipt. Contractor shall address any exceptions within seven (7) calendar days after receipt. Following Contract Administrator's review and acceptance of Contractor's response to the exceptions, each statement of qualifications shall be posted on County Purchasing Division's website and other recognized local advertising means to solicit potential qualified subcontractor(s), vendor(s), and supplier(s) for the work.
- 3.8.4. Contractor shall prepare and assemble subcontractor(s), vendor(s), and supplier(s) pre-qualification evaluations. These evaluations shall include sufficient information for Contractor to determine if the subcontractor(s), supplier(s) and vendor(s) have qualifications, capability and capacity in all respects to perform work for the Project.
- 3.8.5. Not later than Contractor's submittal of the 60% Construction Documents constructability review, Contractor shall submit and present its subcontractor qualification evaluations in the form of an overview presentation and written report to be accepted by Contractor Administrator (prequalification report). The prequalification report shall list all subcontractors being considered, the Scope of Services recommended, the subcontractor's qualifications and past work history, the subcontractor's CBE certification status, and Contractor's recommendation concerning the use of the listed subcontractor. The prequalification report shall include Contractor's CBE Participation Plan as further described below.

- 3.8.5.1. Contractor shall provide a minimum of three (3) pre-qualified subcontractors for each portion of Work to be bid, unless Contractor can demonstrate to Contract Administrator's satisfaction a verifiable unavailability of suitable Subcontractors and Contractor's good faith effort to obtain the required minimum number of prequalified subcontractors.
- 3.8.5.2. No portion of the Direct Construction Costs may be performed by a company or other entity, which is 51% or greater owned or controlled by Contractor or a parent entity in common with Contractor, except with Contract Administrator's written approval in advance and at Contract Administrator's sole discretion.
- 3.8.5.3. Contractor's submittal shall include (1) reproducible and five (5) hard copies of Contractor's prequalification report with electronic media copies of the report and all schedules, lists databases and other documentation referenced or included in the report.

3.8.6. CBE Participation Plan:

- 3.8.6.1. Contractor's CBE Participation Plan shall identify CBE Subcontractor/ Subconsultant participants for the Project including both those firms utilized during the preconstruction phase and those that will be utilized during the construction phase(s). The CBE Participation Plan shall demonstrate that Contractor has committed to meet or exceed the CBE participation goals established for the Project, or demonstrate through accompanying documentation suitable to Contract Administrator and OESBD that Contractor has made a good faith effort to meet the goal(s).
- 3.8.6.2. The CBE Participation Plan shall 1) provide a positive confirmation of Contractor's commitment to meet or exceed the CBE Participation Goals established for the Project; 2) identify (by legal name, address, phone number and name of principal) each Broward County-certified CBE contemplated to subcontract for work on this Project; 3) indicate the nature of the CBE's contribution to the Project including a general description of the Scope of Services assigned to that CBE firm; and 4) include an original signed acknowledgement from each CBE indicating its intent and availability to serve as a subcontractor for construction services if the construction phase of the Project is awarded to Contractor.
- 3.8.6.3. Contractor shall periodically amend and resubmit its CBE participation plan to provide Bid Tabulation results for the respective CBE's trade discipline or specialty and to establish whether:

- 3.8.6.3.1. A CBE firm is the most qualified and lowest, responsive and responsible bidder; or
- 3.8.6.3.2. A CBE firm is identified by Contractor and Contract Administrator as a “Preferred Subcontractor”; or
- 3.8.6.3.3. A CBE firm participated in the bidding process but did not prevail as the lowest, responsive and responsible bidder.
- 3.8.6.4. Contractor shall identify subcontractors who may qualify for certification under County’s CBE program and direct those potential CBE participants to County’s OESBD in order for those firms to pursue and obtain their certification.

3.9. Competitive Bidding

- 3.9.1. Contractor shall subcontract work through a competitive bidding process, as further described below, for one hundred percent of the Direct Construction Costs and those biddable elements of the General Conditions required for construction of the Project. Contractor may request in writing a waiver of the competitive bidding process for a particular incidental work items or type of trade. Contract Administrator may, at its sole discretion and based upon adequate and sufficient justification, waive the competitive bidding requirement for that particular incidental work item or type of trade. In the event of Contract Administrator’s waiver of bidding, Contractor shall provide evidence of the process used to establish pricing for the subject items of incidental work or type of trade upon Contract Administrator’s request.
- 3.9.2. Bidding shall be conducted during the Preconstruction Services Phase and bidding results derived therefrom shall be utilized to establish the Reconciled Direct Construction Costs and the Reconciled General Conditions Costs. Bid prices established or subcontracts awarded during the Preconstruction Services phase shall be incorporated as line items within the Reconciled Direct Construction Cost or Reconciled General Conditions Costs (Exhibits 1R and 2R respectively) and shall not be modified for escalation or de-escalation.
- 3.9.3. Contractor shall restrict competitive bidding to that list of prequalified subcontractor(s), vendor(s) and supplier(s) eligible listed on Contractor’s prequalification report. Prior to the advertisement of the mandatory pre-bid conference for a particular bid solicitation package, Contractor may submit addendums to that prequalification report providing the identification and full documentation of Contractor’s prequalification of proposed additional subcontractors.
- 3.9.4. Contractor, with the assistance of Consultant, shall break down the work into subcontract bid solicitation packages designed to maximize both competition and the involvement of County Business Enterprises (CBEs). Contractor shall

develop subcontractor, vendor, and supplier interest for each division of the work. Contractor shall obtain bids from a minimum of three (3) subcontractors for each bid solicitation package or provide justification in writing why it is not possible to do so.

- 3.9.5. All bid solicitation packages shall, so far as practicable, contain unit prices and any other feasible formula for use in analyzing bid results and determining the cost of any required changes in the work.
- 3.9.6. Contractor shall provide a preliminary Bidding Schedule indicating the sequencing of bidding respective bid solicitation packages. Contract Administrator may, at its sole discretion, defer bidding of particular bid solicitation packages upon Contractor's substantiation that significant economic or logistical benefit will accrue to County.
- 3.9.7. In conjunction with releasing the preconstruction phase bid solicitation packages to prospective bidders, Contractor shall advertise and conduct mandatory pre-bid conferences for the Project to review the Scope of Services and present the conditions and requirements of the bidding process. Contractor shall notify Contract Administrator and County Purchasing Division staff in writing, of the date, time, and location of each pre-bid conference, no less than fourteen (14) calendar days prior to the scheduled pre-bid conference date. County representatives including the Project Manager and Purchasing Agent will attend all pre-bid conferences.
- 3.9.8. The required bid solicitation packets for the various components of the Project shall require that all bids must be received by 5:00 PM EST by the deadline date and at a location in Broward County given by Contractor. Contractor shall notify Contract Administrator and Purchasing Division staff in writing, no less than fourteen (14) calendar days prior to the bid opening date, the location, and time for opening of the bids. Contractor shall tabulate the bid results within fourteen (14) calendar days of the date of bid opening. Contractor must present to Contractor Administrator, any determinations of a bid submitted being deemed non-responsive or non-responsible within fourteen (14) calendar days of the date of bid opening with sufficient backup demonstrating this finding. Contract Administrator has the right to reject Contractor's determination of a subcontractor being deemed non-responsive or non-responsible.
- 3.9.9. Contractor shall submit Managing General Contractor's Subcontractor Award Recommendation (as sample of which is attached hereto as Attachment 5) for each of the bid packages for the Direct Construction Costs and the Biddable Elements of the General Conditions costs with supporting documentation including Bid amount, copies of Bid, Bid Forms and Scope comparisons.
- 3.9.10. Contract Administrator, for the limited purpose of achieving the CBE participation goal established for the Project, may designate as the selected subcontractor or supplier, a bidder whose bid exceeds that of the bidder

recommended by Contractor and complies with the Contract Documents. The amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by Contractor shall be referred to herein as the preferred subcontractor cost differential. Contract Administrator may designate that either the preferred subcontractor cost differential be charged against any surplus amounts within the Owner's Allowance Account or the Guaranteed Maximum Price be increased by the amount of the preferred subcontractor cost differential.

3.9.11. When Contract Administrator and Consultant have approved the award of any such subcontract or purchase order, Contractor shall contract solely in its own name and behalf, and not in the name or behalf of the County, with the specified subcontractor or supplier. Contractor's subcontract form shall provide: that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the other Contract Documents; that subcontractor is bound to Contractor to the same extent as Contractor is bound to County. In the event this Agreement is terminated for any reason, that the subcontractor shall, at County's option, perform its subcontract for County, or for a contractor designated by County, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. Contractor shall sign and cause each subcontractor to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein shall impose on County an obligation to assume any subcontract or make any payment to any subcontractor to perform. Nothing contained herein shall create any contractual relationship between County and any subcontractor. No portion of the work may be performed by Contractor or its affiliates except with Contract Administrator's approval. Contractor shall enter into subcontracts representing ninety percent (90%) of the Direct Construction Cost of the Work or more, within 90 (ninety) days of the First Notice to Proceed with construction and provide copies of same to County.

3.9.12. All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determining the cost of any required changes in the work.

3.10. Project Management Technical Infrastructure.

3.10.1. Contractor shall provide and maintain the technical infrastructure described below throughout the term of this agreement.

3.10.2. Virtual Design and Construction (VDC) and Building Information Modeling (BIM):

3.10.2.1. Contractor shall develop, update, and manage the VDC and BIM process for the entire project (including preconstruction, construction and post-occupancy) as part of its scope of work.

3.10.2.2. As part of preconstruction basic services, Contractor, with Consultant and Contract Administrator, shall develop and apply a set of VDC processes, including utilizing BIM, to optimize project planning and construction execution. Contractor shall develop preconstruction-phase models and perform clash detection analyses to identify design conflicts and constructability issues prior to field installation.

3.10.2.3. The Contractor's VDC process and resulting models shall:

3.10.2.3.1. Establish overall project goals, objectives and needs for VDC deployment on the project.

3.10.2.3.2. Determine how VDC and model uses will assist the project team.

3.10.2.3.3. Establish how VDC will be used and respective Contractor subcontractors, Consultant and Contract Administrator responsibilities.

3.10.2.3.4. Provide a BIM model that is a complete building model containing all building components.

3.10.2.3.5. Design the VDC and BIM Execution Process to expand and define model uses and Project deployment.

3.10.2.3.6. Schedule and conduct project-specific 3D/BIM coordination meeting(s) with the County, Consultant, and each subcontractor.

3.10.2.4. Contractor, County, Consultant shall mutually develop information exchanges and handoffs including but not limited to:

3.10.2.4.1. Determine how models and model data will be compiled, reviewed, and managed

3.10.2.4.2. Review with Contract Documents and coordinate subcontractor's trade or discipline-specific 3D/BIM shop drawings

3.10.2.4.3. Management of coordination meetings

3.10.2.4.4. Communications with project team

3.10.2.4.5. Documentation and communication of all design conflicts, discrepancies, constructability issues, and review items and the respective solutions to each with the project team

- 3.10.2.4.6. Issue action lists with responsible parties and deadlines
 - 3.10.2.4.7. Facilitate the decision-making process between Contract Administrator, Consultant and Contractor to resolve all issues discovered in 3D BIM review
 - 3.10.2.4.8. Verify coordination assignments are completed
 - 3.10.2.4.9. Verify and maintain accurate as-built record documents including 3D / BIM files
 - 3.10.2.4.10. Provide Owner with a final complete, coordinated model for future use with as-built conditions. The final model will include tagging features for all major mechanical, electrical, plumbing, and fire protection components that reference the products specific information including but not limited the final approved shop drawings, as- builds, and operations and maintenance data.
- 3.10.2.5. Submit written VDC Project Execution plan for review and approval by Contract Administrator prior to proceeding with the process. Incorporate review comments and recommendations from Contract Administrator into a final project version that includes as a minimum:
- 3.10.2.5.1. Project Information
 - 3.10.2.5.2. Key Project Contacts
 - 3.10.2.5.3. Project VDC / BIM Uses
 - 3.10.2.5.4. Organizational Roles and Staffing
 - 3.10.2.5.5. VDC / BIM Process Design
 - 3.10.2.5.6. BIM Information Exchanges
 - 3.10.2.5.7. BIM and Facility Data Requirements
 - 3.10.2.5.8. Collaboration Procedures
 - 3.10.2.5.9. Quality Control
 - 3.10.2.5.10. Technological Infrastructure Needs
 - 3.10.2.5.11. Model Structure
 - 3.10.2.5.12. Project Deliverables

3.10.3. Project Management Collaborative Software

3.10.3.1. Contractor shall provide and manage a construction-related, web-based software system for the information management, records management, reporting, tracking and communication between project team members.

3.10.3.1.1. Software shall have the ability to generate Project Directory, Project Contacts, RFI Logs, Submittal Logs, Budget tracking, Change Logs, and other logs as appropriate.

3.10.3.1.2. Software shall have security features to limit level of access for each user to the various software functions appropriate to their role.

3.10.3.1.3. Software shall protect documents such that changes cannot be made by non-authorized persons and that changes made can be identified and tracked.

3.10.3.1.4. Software shall be available to all project team members as appropriate (Contractor, Subcontractors, County, Project Manager, Consultant and Subconsultants).

3.10.3.1.5. Control of the software and access levels shall remain the responsibility of Contractor approved by Contract Administrator.

3.10.3.1.6. Cost of licenses for all users and provision/setup of software for those users is the responsibility of Contractor.

3.10.3.2. Basis of design is Prolog Website. Other products such as Buzzsaw, Prolog, Newforma, e-builder or other compatible and specification conforming software may be utilized if requested and approved in advance by Contract Administrator in writing. Software shall include features listed below:

3.10.3.2.1. Access to all project documents including the BIM Model by the County, Project Manager, Consultant and its Subconsultants, and any other parties deemed appropriate by Contract Administrator.

3.10.3.2.2. Transmittal, review, and records of issue tracking logs, quality control issues, RFIs and submittals shall be electronically transferred through the web-based project management software between the Owner, Owner's Construction Project Manager, Contractor, Consultant

and its Subconsultants. Contractor is responsible for providing hard-copy documents to other's Construction Project Manager, and Consultant and its Subconsultants upon request.

3.10.3.2.3. Tracking of document versions.

3.10.3.2.4. Document control, where Consultant's design or construction document issues can be tracked by date or sheet number.

3.10.3.2.5. Method of storing and tracking LEED-related documentation required for submittal to the LEED administrator.

3.10.3.2.6. Remote access independent of location and hardware platform.

3.10.3.3. Provided information and deliverables derived from the Project Management Software(s) shall be prepared and delivered in accordance with Exhibit A, Attachment 2 and 2a as applicable and shall remain in the ownership of County.

3.11. Confirmation of Existing Conditions

3.11.1. Contract Administrator will provide copies of available surveys, existing conditions reports and programming documents for Contractor's information and use.

3.11.2. Contractor shall review the programming documents and existing conditions report(s) provided by Contract Administrator to ascertain the requirements of the Project and shall arrive at a mutual understanding of project requirements between Contractor, Consultant and Contract Administrator.

3.11.3. Following review of the existing conditions reports, program, schedule and budget requirements each in terms of the other, Contractor shall provide a preliminary evaluation as part of the initial Constructability Report confirming an understanding of the existing site conditions, visible or invisible and identify those areas which may require additional investigation or testing.

3.11.4. Contractor shall expeditiously review all design documentation during their development in the context of the existing conditions and advise the County and Consultant in the Constructability Report as to appropriateness of the design and constructability strategies.

4. Other Preconstruction Services

4.1. The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an appropriate CPEAM and Notice to Proceed:

- 4.1.1. Providing technical or other special studies not otherwise specified as a Basic Service.
- 4.1.2. Providing services relative to future facilities, systems and equipment not intended to be constructed during the construction phase.
- 4.1.3. Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County or for subsequent construction, temporary facilities or other contingencies required by Contract Administrator.
- 4.1.4. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 4.1.5. Conducting supplemental site surveying, destructive or non-destructive testing or other investigations necessary to document the physical character of the site or existing conditions.
- 4.1.6. Conducting surveys and abatements of asbestos or other hazardous materials.
- 4.1.7. Conducting supplemental subsurface investigations and obtaining Geotechnical Data related to the site including but not limited to: Geotechnical Report, Soil Boring Report and Soils Analysis.
- 4.1.8. Identifying and locating utilities and building systems (including but not limited to water supplies, sanitary and storm sewers, communications and providing services to coordinate or conduct tests of those various utility and building systems.
- 4.1.9. Providing computer and technology support beyond that specified as Basic Services including provision of hardware and software components.
- 4.1.10. Providing preconstruction services related to major changes in project scope as determined by Contract Administrator.
- 4.1.11. Any other services not otherwise included in this Agreement or those services not customarily furnished in accordance with generally accepted construction or preconstruction practice related to the project.

4.2. Value Engineering

- 4.2.1. This article and Attachment 4 to this Exhibit A (Value Engineering Procedure) lists detailed requirements for Value Engineering (VE) services normally considered to be beyond the scope of Basic Services.

4.2.2. Contractor, as a result of Contractor's Constructability Review or Construction Cost Estimate and in order to control costs, may be authorized pursuant to a CPEAM and Notice to Proceed issued by Contract Administrator to perform Value Engineering (VE) services and submit any resulting Value Engineering proposals to Contract Administrator. Value engineering activities shall be performed concurrently and in conjunction with, and without delay to, Consultant's design activities. The services may include VE evaluation, review and study of design documents (including the structural, architectural, mechanical, electrical and plumbing systems and elements proposed for the building, site and other associated construction) prior to Consultant's completion of the project's schematic design documents, at the end of the Design Development Phase or at such stages as Contract Administrator may direct. VE services may include VE studies of items other than design documents. Contractor shall not share in savings that may result from acceptance and use of VE Proposal's by Contract Administrator.

4.2.3. Scope of VE Services:

4.2.3.1. Contractor shall confer with Consultant and Contract Administrator to confirm the scope of Value Engineering services required for the project as a whole and for those respective project phases for which VE services are required.

4.2.3.2. Contractor, Consultant and representatives of Contract Administrator shall prepare an agreed upon plan and procedure for conducting VE services appropriate to the Project's scale, scope, complexity and level of completion. Contract Administrator has provided Attachment 4, Value Engineering Procedure as a resource and guide for the development of the Project's VE plan and procedure. The VE plan and procedure developed for this project may be a customized version of Attachment 3 or an alternative project specific document as prepared and agreed to by Contractor, Consultant and representatives of Contract Administrator.

4.2.3.3. Contractor shall provide a copy of the project's VE plan and procedure as an attachment to Contractor's fee proposal for the VE services for Contract Administrator's consideration and approval. Upon approval, Contract Administrator will issue a CPEAM for VE and Notice to Proceed with VE services. Authorization and approval of Contractor's alternative VE plan and procedure (or other deviations from Attachment 4) shall be granted at Contract Administrator's sole discretion.

4.2.4. Value Engineering Team:

4.2.4.1. As a part of the VE plan and procedure developed for the project, Contractor shall identify and submit for Contract Administrator's

approval a person who shall serve as the VE Team Coordinator (VETC) and shall prepare (with the assistance of Consultant and Contract Administrator) and submit a list of VE team members and their respective resumes representing Contractor, Consultant, Contract Administrator and those design and construction disciplines as may be required to complete the VE study effort. Subsequent changes or substitutions to the approved VE team shall be submitted in writing to Contract Administrator for approval.

- 4.2.4.2. VETC may be one of Contract Administrator's, Consultant's, or Contractor's personnel or a consultant to Contractor. VETC shall be responsible for pre-study preparations, assembly of required study materials, coordination between VE team members, conducting and providing administration of team meetings. The VETC shall produce, audit, reproduce, and sign and distribute the final VE report and each VE Proposal.

End of Exhibit A, Scope of Services

Preconstruction Services Agreement
EXHIBIT A SCOPE OF SERVICES
ATTACHMENT 1: Preliminary Project Schedule

Project No:

Project Title:

Facility Name:

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of Consultant's Project Development Schedule as required by the Professional Services Agreement for this project.

End of Attachment 1: Preliminary Project Schedule

Preconstruction Services Agreement

EXHIBIT A SCOPE OF SERVICES

ATTACHMENT 2: Electronic Media Submittal Requirements

Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County's standard Professional Services Agreements for preconstruction and construction services require submittal of documents produced on electronic media. Requirements for that media are presented below.

- A. General Requirements: All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Contractor shall be accomplished and developed using software and procedures conforming to the following criteria. While Contract Administrator does not anticipate the production of drawings (surveying work, drawings, maps, details or other drawing information) by Contractor, any incidental graphics or drawing product(s) required or resulting from the Basic or other additional services shall conform to the requirements for CADD or PDF format as approved by Project Manager and other graphics as specified below. Exceptions may be granted by Contract Administrator upon Contractor's prior written request.
- B. Graphic Format:
 - 1. Provide all CADD or PDF data in Autodesk, Inc.'s AutoCAD release 2012 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CADD or PDF format produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.
 - 2. Target platform: Intel Duo Core 5 personal computer with Windows 7 operating system.
 - 3. Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with Contract Administrator's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.
 - 4. The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this level of compatibility.
 - 5. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2010 or higher, PDF, or other compatible SQL format database.
 - 6. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

7. All database tables: conform to the structure and field-naming guidance provided upon request by Contract Administrator.

C. CAD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch sheets.
2. Coordinate with Contract Administrator concerning the standard file naming protocol to be utilized.
3. Layering:
 - a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, U.S. National CAD standards version 5 (V5).
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering: Contract Administrator may, from time to time, supplement the AIA U.S. National CAD standards with Contract Administrator's specific requirements. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
4. Attribute Definitions: Obtain latest guidance from Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
5. Submit a written request for approval of any deviations from Contract Administrator's established CADD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
6. No deviations from Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from Contract Administrator.

- D. Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in High Resolution JPEG, PDF or PNG format.

E. Non-Graphic Format:

1. Provide word processing files in Microsoft Word 2010 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
2. Provide spreadsheet files in Microsoft Excel 2010 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
3. Provide database files in relational database format compatible with Microsoft Access 2010 or higher, PDF or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

F. Delivery Media and Format:

1. Submit copies of all CAD and PDF format data and other electronic files developed under this contract on electronic digital media as required for project phase submittals to 400 d.p.i. resolution.
2. Provide electronic digital data and files shall be provided on ISO-9660 CD-ROM., DVD discs and Flash drives. 5-1/4-inch Floppy discs and other miscellaneous media will not be accepted.
3. The electronic digital media shall be in the format which can be read and processed by Contract Administrator's target CADD system.
4. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames may be included in the protective cover and as an electronic file on the disc.
5. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.

- b. Make sure all reference files are attached without device or directory specifications. For each drawing, provide one bound file containing drawing sheet with associated XREFs and one un-bound file containing the associated XREFs.
- c. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to Contract Administrator as a part of the electronic digital deliverables.
- d. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- e. Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among Contract Administrator-furnished materials. Contractor shall obtain Contract Administrator approval before using anything other than Contract Administrator's standard fonts, line types, tables, blocks, or other drawing elements available from Contract Administrator.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Check completed files are free of any known viruses or unrequired attachments.

G. Drawing Development Documentation:

- 1. Provide the following information for each finished drawing in the nonplot layer X ****-NPLT:
 - a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d. Layer assignments and lock settings.
 - e. Text fonts, line styles/types used, and pen settings.

H. Submittal:

1. Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. Brief instructions for transferring the files from the media.
 - b. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - c. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the plot file by Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - 3) List of any deviations from Contract Administrator's standard layer/level scheme and file-naming conventions.
 - 4) List of all new symbol blocks created for project, which were not provided to Consultant with Contract Administrator-furnished materials.
 - 5) List of any non-IGES crosshatch/patterns used.
 - 6) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant with Contract Administrator-furnished materials, and any associated properties.
 - 7) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - 8) Recommended modifications which will be necessary to make the data available for GIS use.

I. Contract Administrator-Furnished Materials to the Construction Contractor:

1. Contract Administrator and Consultant may make various electronic information available to Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant shall make the following information available to Contractor in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to Contractor, or other County consultant on an as required basis. Consultant shall cooperate and facilitate the exchange of these electronic media documents.
 - b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, Consultant will provide Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at Contractor's option. Make electronic file drawings available on CD ROM media.
 - d. BIM Files and associated data.

J. Other Digital Information:

1. A variety of digital information may be generated by participants in the design process including Contract Administrator, Consultant, Subconsultants, Contractor, subcontractors, Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
2. Consultant shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above and as further described in attachments and Exhibit A Scope of Works.

End of Attachment 2: Electronic Media Submittal Requirements

Preconstruction Services Agreement
EXHIBIT A SCOPE OF WORK
ATTACHMENT 2A: BIM Standards of Care

General Provisions. BIM Model(s) shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final as-built construction conditions. The deliverable Model at all different phases shall be developed to include as many of the systems described below as are necessary and appropriate at that stage of design.

The Model shall be developed using Building Information Modeling (“BIM”) supplemented with Computer Aided Design (“CAD”) content as necessary to produce a complete set of Construction Documents.

The following Level of Development (LOD) descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels. The Parties shall utilize the five LOD described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project.

LEVEL OF DEVELOPMENT (LOD)

LOD 100: Proposal Reconciliation

Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

Potential Uses

Analysis. The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc.).

Schedule. The Model may be used for project phasing and overall duration.

LOD 200: Design Development Phase (Basic Service)

Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements. Partitions and furniture models shall be included at this phase.

Potential Uses

Analysis. The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).

Schedule. The Model may be used to show ordered, time-scaled appearance of major elements and systems.

LOD 300: Construction Document Phase 50% & 100%

Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

Detailed BIM Delivery Breakdown for Level 300:

Architectural/Interior Design. The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:

Spaces. The Model shall include spaces defining actual net square footage and net volume, and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.

Walls and Curtain Walls. Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

Doors, Windows and Louvers. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.

Roof. The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.

Floors. The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.

Ceilings. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.

Vertical Circulation. All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

Architectural Specialties. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.

Signage. The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.

Schedules. Provide door, window, hardware sets using Builders Hardware Manufacturers Association (BHMA) designations, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.

Furniture. The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 2D. Contractor may provide a minimal number of 3D representations as examples. Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage.

Furniture Coordination. Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data.

Equipment. The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.

Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.

Structural. The Structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0")

scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional *minimum* Model requirements include:

Foundations. All necessary foundation or footing elements, with necessary intelligence to produce accurate plans and elevations.

Floor Slabs. Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.

Structural Steel. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.

Cast-in-Place Concrete. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.

Precast/Tilt up/CMU. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.

Expansion Joints. Joints shall be accurately depicted.

Stairs. All framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.

Shafts and Pits. All shafts and pits, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.

Openings and Penetrations. All major openings and penetrations that would be included on a quarter inch (1/4"=1'0") scaled drawing.

Mechanical. The Mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:

HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.

Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and

schedules.

Plumbing. All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules.

Equipment Clearances. All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

Elevator Equipment. All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

Electrical/Telecommunications/Data. The Electrical and Telecommunications systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required to be depicted in the Model. Additional *minimum* Model requirements include:

Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled.

Special Electrical. All necessary special electrical components (i.e., security, mass notification, public address, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.

Grounding. All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, and bonding), including necessary intelligence to produce accurate plans, details and schedules.

Telecommunications/Data. All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.

Exterior Building Lighting. All necessary exterior lighting including all lighting fixtures, relevant existing and proposed support utility lines and equipment with necessary intelligence to produce accurate plans, details and schedules.

Equipment Clearances. All Electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

Fire Protection. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch

(1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional *minimum* Model requirements include:

Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

Fire Alarms. Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.

Landscape. The Landscape Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Representation of Landscape elements is to be diagrammatic. Examples of landscape material include, but are not limited to trees and shrubs.

Civil. The Civil Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a one inch (1"=100') scaled drawing. Additional *minimum* Model requirements include:

Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.

Drainage. All existing and new drainage piping, including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.

Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, including upgrades thereto, with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles .

Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly-created utilities, and all existing above ground and underground utility conduits, including necessary intelligence to produce accurate plans and site-sections.

Roads and Parking. All necessary roadways, parking lots, and parking structures, including necessary intelligence to produce accurate plans, profiles and cross-sections.

Potential Uses

Suitable for the generation of traditional construction documents and shop drawings.

Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.

Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

LOD 400: BIM for Construction Administration

Model Content Requirements. Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and orientation with complete fabrication, assembly, and detailing information. Non-geometric information may also be attached to Model Elements.

Potential Uses

Construction. Model Elements are virtual representations of the proposed element and are suitable for construction.

Analysis. The Model may be analyzed for performance of approved selected systems based on specific Model Elements.

Cost Estimating. Costs are based on the actual cost of specific elements at buyout.

Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

LOD 500: BIM for Facility Management

Model Content Requirements. Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements.

Potential Uses

Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project, but only to the extent consistent with any licenses granted in the Agreement or in a separate licensing agreement.

The Managing General Contractor will coordinate in all Phases with the owner and A/E team to create and finalize the BIM Execution Plan inclusive of the categories and sub-categories from the following table to establish the basis of COBie execution.

23-13 00 00	Structural and Exterior Enclosure Products
23-15 00 00	Interior and Finish Products
23-17 00 00	Openings, Passages, and Protection Products
23-21 00 00	Furnishings, Fixtures and Equipment Products
23-21 11 00	Commercial Systems Furniture
23-23 00 00	Conveying Systems and Material Handling Products
23-27 00 00	General Facility Services Products
23-27 13 00	Control and Monitoring Boards Panels
23-29 00 00	Facility and Occupant Protection Products
23-29 11 00	Security Detection and Monitoring
23-29 13 00	Security Access Controls
23-29 25 00	Fire Fighting Equipment
23-29 25 19	Fire Extinguishers
23-29 27 00	Fire Ventilation Equipment
23-31 00 00	Plumbing Specific Products and Equipment
23-33 00 00	HVAC Specific Products and Equipment
23-33 29 00	HVAC Dampers
23-35 00 00	Electrical and Lighting Specific Products and Equipment
23-35 23 00	Power Conditioning Equipment
23-35 23 21	Uninterrupted Power Supply (UPS) Units
23-35 37 00	Electrical Switches
23-35 37 11	Automatic Transfer Switches
23-37 00 00	Information and Communication Specific Products and Equipment
23-21 11 00	Commercial Systems Furniture

End of Exhibit A – Attachment 2A: BIM Standards of Care

Preconstruction Services Agreement
EXHIBIT A SCOPE OF SERVICES
ATTACHMENT 3: Preliminary Scheduling Procedure

Preparing A Schedule For Your Project or Task

Most projects involve many people doing many different tasks at different times. These tasks form a complex web of interdependencies—with each task crucial to the overall success of the project. Organizing these tasks, and the people assigned to perform them is a daunting challenge.

A technique used often in the development of project schedules is called “Storyboarding”. This technique can be used during the design phase, construction phase or at any other time during the project's life when a schedule is needed. It is most useful as a preliminary activity in the development of complex Critical Path Method (CPM) schedules.

Storyboarding is a simplistic solution to a complex problem; that is, how to identify all the tasks that must be accomplished to meet project objectives. In most cases the end objectives are well defined; however, the plan to achieve those objectives remains vague and spread across various responsibilities. The “storyboard” attempts to identify all the tasks needed to obtain these objectives along with the interrelationships between these tasks. When developing schedules, and in particular a 'storyboard' generated schedule, two major points must be followed:

- 1) The tasks must be well defined. Tasks with definable end results is a requirement.
- 2) The same tasks must have some level of accountability assigned to them. For each definable task, a person or organization must take ownership to the task.

The key to any successful schedule development is cooperation. By viewing this process as a team function and stressing ownership in its development, a successful end product will result.

The contents of the sections which follow should serve as a guide to anyone wishing to create a "storyboard" for their own projects or tasks.

Setting up - Pre-Storyboard Meeting:

If the storyboard is to be created for the first time on the project, it is very important that a meeting be held prior to the actual storyboarding meeting. At this meeting all the participants will have the storyboard process explained to them. Each participant will be given 3" x 5" colored index cards (See Fig. A). The color will vary with each participant, for example, the Owner will receive red cards, Consultant green, Contractor white, etc. (using a typical construction project scenario). The participants should include everyone who has anything to do with the project. Each card should have a specific activity, the time to complete the activity, the number of people required to complete it (manpower), what the preceding number must be before this one can start, and what activities following will be; in other words, the predecessor and successor to this activity.

The reason for requesting resources is to allow resource analysis; that is, we want to make sure that the participants are staffing the project properly. Resource allocation to the activities is important, however, should the cards not include the required resources to perform that task, proceed with the storyboarding. Don't distract the process of developing the schedule for the lack of resource definition. Remember, the main objective is to develop a logical schedule, using definable and "monitorable" tasks that have a level of accountability assigned to each task.

(It is important however, to point out to the participants who fail to assign resources that many task schedules fail due to inadequate or improper assignment of resources.)

The card should be laid out as shown in Figure A.

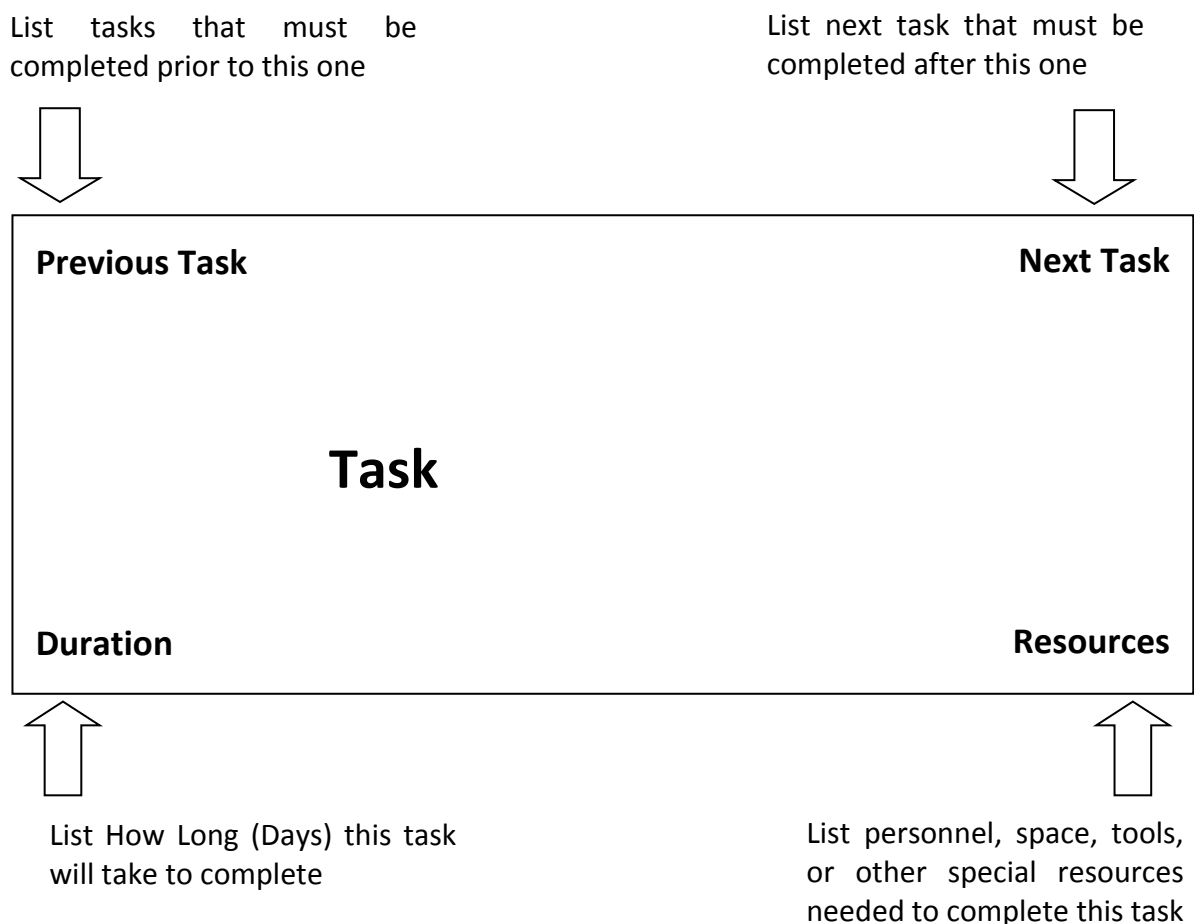


Figure A: Task Card Layout

Note that if this is the second or third time for a storyboarding session, you would just have to advise the participants that a new storyboarding meeting will occur and prepare for it like they did on the first one. Make sure to set the date for the storyboarding so that everyone involved can be present.

If this is a construction storyboard, you must try not to get into so much detail in one sitting as to stop the meeting with insignificant information. The best way is the simplest way.

Calendar Preparation:

One of the first steps for the storyboarding is defining the total length of time this particular portion of work will be scheduled. One technique is to lay out on plain brown wrapping paper a calendar (as shown in Figure B) with each month approximately 36 inches in length. Depending on the amount of detail and size of the project, you can either use one or two widths of paper.

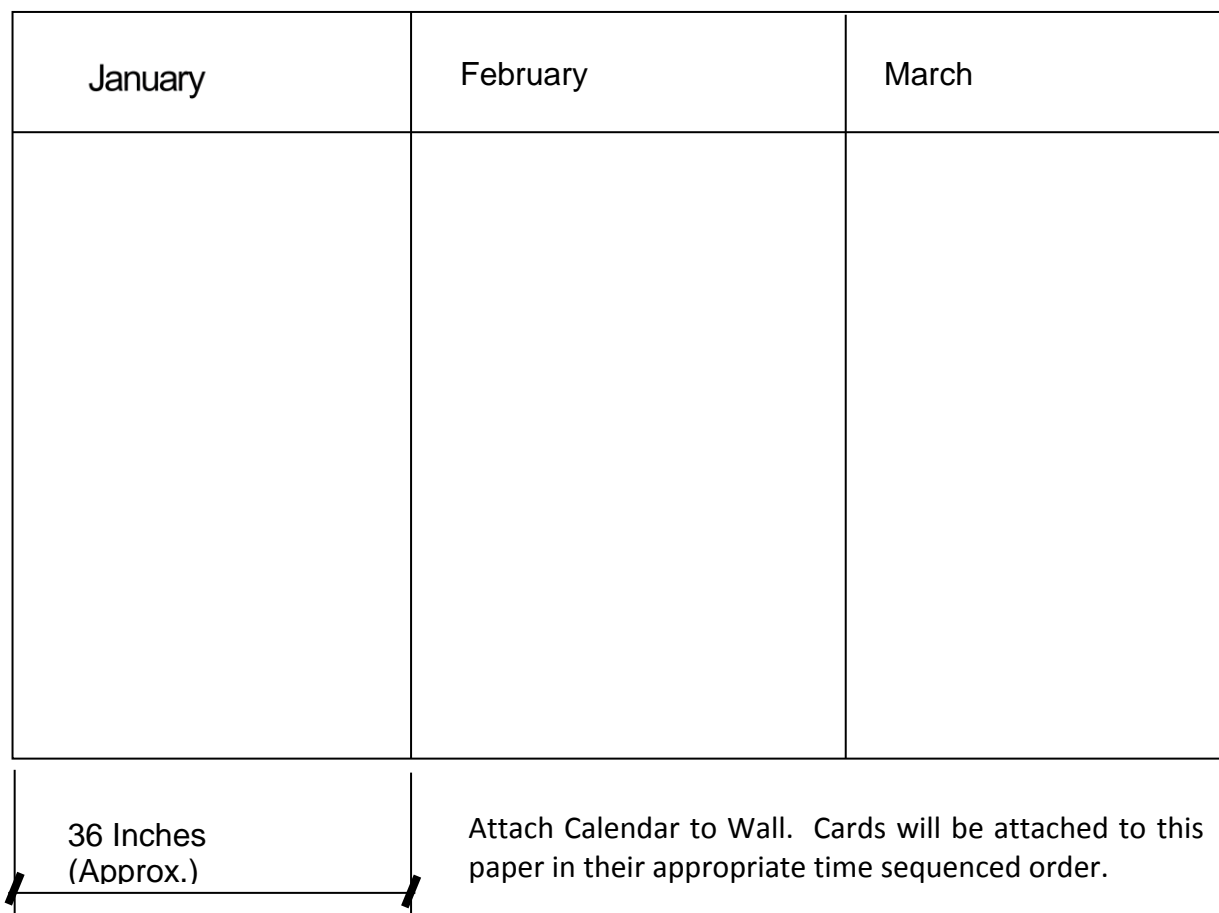


Figure B: Calendar Layout

Keep in mind when preparing this calendar that it will be attached to a wall in order to allow all participants to attach their activity cards to this paper. Another item to remember is that you must carry this back to your office so you do not want to make it so wide as to make it impossible to carry.

The Storyboard - Who Starts It?

After taping or thumbtacking the calendar to the wall and after a brief explanation of what the

storyboard is, you are ready to start. It is important that there be one person who runs the show, usually the Scheduler or Project Manager. This person will answer questions and try to solve any problems that might occur during the storyboarding meeting.

It is imperative that the person who takes charge of the proceeding should have knowledge of the project being scheduled. Not having adequate knowledge of the project will eventually show up in the dialogue that results during the development of the schedule.

One way to start the storyboard is for Contractor, Consultant or Contract Administrator (or other primary project task holder) to put their cards on the calendar. This will force the other participants to speak up to protect their own interest. The key here is to invite the participants up to the calendar to lay out their portion of the work.

Another method is to put on the calendar specific milestones. For instance, in the case of office construction, when does the Owner need occupancy, etc. Once these milestones are established, the other participants can step up to the calendar and fill in with their activity cards the work that has to be done to meet these milestones. You will find that once somebody has started the storyboard, the other members usually pitch in and want to get up and start doing their part to make the storyboard successful.

Continue putting cards on the wall until all participants have none left to put up. We are now ready for the review process.

Review Process (Storyboard Meeting):

Once all the cards have been placed on the wall, take a break. While participants are taking a break, the Scheduler and the project manager will review by themselves the results of the storyboard. This time should be used to review what has been developed and which areas need elaboration or clarification. Upon returning from the break, the Scheduler will advise the participants as to any additional activities or any errors that might have occurred. Each participant should then present before the entire team the cards they have put on the wall. Participants should outline to the team what they have written down on their cards and how they see their portion of the work as taking place.

If there are any changes to the storyboard, now is the time to make them. Advise the participants that it is their schedule, one that they will have to live with so it is in their best interest to watch closely how others are doing work that might have some impact on work that they have to do.

The Scheduler or the project manager will set the date of the next meeting where the storyboard, which will be in the form of a time phased network, will be reviewed and agreed to. The participants will be given an opportunity to 'buy in' to the schedule, stressing that it is a team process. At this time we also want to broad brush the total project before all the participants to keep them reminded of the end objective, or any other major milestones.

Time Phase Network Preparation:

The next step is for the scheduler to develop the network from the storyboard. The method usually employed is time scale networks. The reasons for time scale are:

1. Always shows the flow of the activities in a logical manner.
2. Shows quickly the critical path.
3. Shows overlap of activities and density of activities at any given period of time.

Review Process (After the Storyboard):

At the next meeting, the Scheduler and Project Manager in charge of the project will review with all the participants the schedule that was developed from the storyboard. Any adjustments to the schedule by the participants should be brought up now or the schedule will be understood to be accepted by all members. Once all the members agree to the schedule, we can then formally issue the project schedule.

We can only stress that all participants should take ownership of their portion of the schedule. Only then do we find that cooperation to meet the objective is fully achieved.

Summary:

Keep in mind that as the project progresses, the participants and the amount of detail changes. Therefore, the storyboard can be done at any phase of the schedule. The basic philosophy that we want to adhere to is a forward movement in our project planning; identifying key elements with a 90 to 120 day horizon in the future (and looking towards the end of the project). Getting **more** detail as the detail becomes available. The reason the storyboard works is because the input is provided from the people that are actually going to do the work. We, as the Schedulers and Project Managers, act as a medium to show and advise the project team on how we plan to meet the project objectives. We do not attempt to develop the schedule without the teams' input. We know from experience what should be on the cards at the storyboard and it is up to us to advise the people who are participating in the storyboarding that we do know what the activities should be.

End of Exhibit A – Attachment 3: Preliminary Scheduling Procedure

Preconstruction Services Agreement
EXHIBIT A SCOPE OF SERVICES
ATTACHMENT 4: Value Engineering Procedure

I. General Requirements:

A. Overview

1. Consultant, as a result of Contractor's Constructability Review or Construction Cost Estimate and in order to control costs, shall perform Value Engineering (VE) services and submit any resulting Value Engineering proposals to Contract Administrator.

2. Value engineering activities shall be performed concurrently and in conjunction with, and without delay to, Consultant's design activities. The services shall include VE evaluation, review and study of design documents (including the structural, architectural, mechanical, electrical and plumbing systems and elements proposed for the building, site and other associated construction) prior to Consultant's completion of the project's schematic design documents, at the end of the Design Development Phase and at such stages as Contract Administrator may direct.

3. VE services may include VE studies of items other than design documents.

4. Consultant shall be paid as the agreement specifies for this effort, but shall not share in savings that may result from acceptance and use of VE Proposal's by County.

B. Definitions:

1. "Life Cycle Cost," (LCC) as used in this article, is the sum of all costs over the useful life of a building, system or product. It includes the cost of design, construction, acquisition, operation, maintenance and salvage (resale) value, if any.

2. "Value Engineering" (VE), as used in this article, means an organized effort to analyze the functions of systems, equipment, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost consistent with required performance, reliability, quality and safety.

3. "Value Engineering Proposal", as used in this article, means, in connection with Contractor's agreement, a change proposal developed by Contractor and its VE team.

C. Value Engineering Team

1. Not later than twenty (20) days after receipt of the Notice To Proceed with Preconstruction Services from Contract Administrator, Contractor shall identify and submit for Contract Administrator's approval a person who shall serve as the VE Team Coordinator and a list of VE team members and their respective resumes representing the design and construction

disciplines required to complete the VE study effort. Subsequent changes or substitutions to the approved VE team shall be submitted in writing to Contract Administrator for approval.

2. The VE Team Coordinator (VETC) may be one of Contractor's personnel or a Consultant to Contractor and shall be responsible for pre-study preparations, assembly of required study materials, coordination of team members, conducting and providing administration of team meetings. The VETC shall produce, audit, reproduce, and sign and distribute the final VE report and each VE Proposal.

II. Contractor's Preparation for VE Workshop(s):

A. Coordination Meeting. A coordination meeting between Contract Administrator, Consultant, Contractor and Value Engineering Team Coordinator (VETC).

1. The VETC shall conduct this meeting prior to each VE Workshop. The meeting is intended to promote a common level of understanding about the objectives and constraints of the VE workshop, establish a productive working environment, confirm the schedule of events, and coordinate the handling of material.

2. Items discussed during the meeting shall include the availability and format of technical and cost data, agenda of the VE workshop, processing of the VE recommendations, plus the date, location, and other logistical arrangements for the VE workshop.

B. Accumulation of the project's technical and cost data.

1. Contract Administrator will assist in supplying project data to the VETC at least two weeks before the VE workshop to allow sufficient time for review and development of the VE study models. The technical data consist of the functional space program, engineering reports, design calculations and all current drawings and specifications. The cost data shall consist of any project cost estimates, project budgets, and any special cost studies that may have been produced by Contract Administrator, Consultant or Contractor.

2. Material required for the Concept (Schematic Design) Workshop: The purpose of the Concept Workshop at the schematic design stage is to establish basic design approaches such as building massing, functional relationships, space allocations and schematic layouts. In addition, basic building systems concepts should be established as well as any special requirements including environmental, safety and historic preservation. Contract Administrator, assisted by Consultant and Contractor, will endeavor to provide the following materials to the VETC in preparation for this workshop:

- a. Initial phasing/scheduling plans
- b. Functional space program
- c. Gross and occupiable area analysis
- d. Drawings including block layouts, building siting, preliminary elevations and sections
- e. Narrative descriptions of major building systems and basis of design

- f. Renderings, perspectives and model photographs
- g. Special studies, statistical reviews and calculations
- h. Boring logs, soil reports or preliminary analysis
- i. Preliminary narrative specifications
- j. Cost estimate and cost studies
- k. Utility rate guidelines
- l. Planned building operating profile
- m. Utilities available to site

3. Material Required for the Design Development Phase Workshop: The purpose of Design Development Workshop is to establish final layouts and appearance of the facility and to determine major building system selections. Most special requirements should be finalized or under study and approaching completion. Contract Administrator, assisted by Consultant and Contractor, will endeavor to provide the following materials to the VETC in preparation for this workshop:

- a. Drawings including architectural, civil/site, structural, mechanical and electrical
- b. Preliminary specifications
- c. Preliminary phasing/scheduling plans
- d. Design calculations
- e. Boring logs and soil reports
- f. Gross and occupiable areas analysis
- g. Utility rates
- h. Energy studies
- i. Life cycle cost studies
- j. Building operating profile
- k. Construction cost estimate
- l. Construction market survey

C. Providing logistical arrangements for the VE workshop.

1. Once the VE team(s) selection is finalized, the VETC shall distribute or otherwise make available selected technical and cost data to each team member for a brief review prior to the workshop. The pre-workshop review should typically allow for 2 to 4 hours per team member. This review is intended to briefly familiarize the participant with the Project.

2. The VETC shall coordinate with Contract Administrator to select and reserve a space for the workshop meeting. The VE workshop shall be located at a site within a County-owned facility or other facility with prior approval of Contract Administrator. Prior to a VE Workshop, the VETC shall visit the meeting location with a representative of Contract Administrator to ensure the adequacy of the meeting space.

3. The VETC shall ensure that VE team members have visited the Project site prior to a scheduled VE Workshop.

4. The VETC shall arrange for a laptop or other computer with appropriate software and peripherals that may be required during the VE workshop. VETC may inquire as to Contract Administrator's ability to provide limited computer support.

5. Flip charts, markers, and easels shall be provided by the VETC.

D. Preparation of initial cost, energy, and life cycle models.

1. Cost Model: The VE Cost Model is a study tool presenting both estimated and target construction costs distributed by subsystem or functional area. Target costs shall be determined during the VE workshop and shall represent the VE team's estimate of the least cost to perform the function of each subsystem or functional area. Large differences between estimated costs and target costs shall be identified as areas with potential for cost savings or value improvement.

2. Energy Model: The VETC shall assemble an energy model for the VE team to use in a similar manner as the cost models. Energy models shall present displays of energy consumption for the facility subsystem or functional area and shall typically express energy in units of KWH per year. Target energy consumption estimates shall be assigned to each subsystem or functional area by the VE team during the VE workshop and represent the least possible energy consumption for each subsystem or functional area based on historical energy data and the VE team's experience. The energy model is not intended to provide a precise projection of energy demand or cost. The energy model's primary purpose is the rapid identification of energy intensive areas that offer a high potential for energy reductions and cost savings. Large differences between estimated energy costs and target energy costs shall be identified as areas with potential for cost savings or value improvement.

3. Life Cycle Cost Model: The VETC shall assemble a life cycle cost (LCC) model to illustrate the total cost of ownership of the new facility. The LCC model shall provide a complete cost picture and shall serve as a baseline for the VE team's determinations of the cost impacts of VE recommendations. The interest or discount rate used to prepare LCC models should be an appropriate value established by Contract Administrator, Contractor, and the VETC.

E. Distribution of the technical and cost data to VE team members.

III. The VE Workshop

A. The VE workshops are the major activity during the VE study and shall be conducted by the VE Team to achieve the following goals:

1. To provide an organized team approach that allows the VE team to analyze a project by quickly identifying high cost to worth areas and selecting alternatives which minimize costs while maximizing quality.

2. To encourage the VE team to think in a creative manner, i.e., to look beyond the use of common or standard approaches.

3. To emphasize total ownership costs (life cycle costs) for a facility, rather than just initial capital costs.

4. To leads the VE team to develop a concise understanding of the purposes and functions of the facility.

B. The systematic methodology used by the VE team to accomplish the VE workshop shall be defined as the VE Job Plan and shall consist of the following five distinct phases:

1. **Information Phase:** During the Information Phase, the VETC and VE team shall solicit comments on the technical and cost data to develop an overall understanding of the project's functions and requirements. The Information Phase shall consist (as a minimum) of the following activities:

a. **Oral Presentation:** The VETC shall facilitate an oral presentation by Contract Administrator, using agency, Consultant and Contractor on the first morning of the workshop to provide the VE team with an understanding and appreciation of the factors that have influenced the Project's design. This oral presentation shall serve to open the lines of communication between the VE team members, Contract Administrator, and Contractor. The oral presentation should include:

i. Contractor's rationale for the project's development, including the assumptions used to establish the building program, design criteria and to select the project's materials and systems.

ii. Contractor's description of the rationale, evolution, constraints and alternatives, for the major design components.

iii. Contractor's description of the difficulties encountered during the design of the Project.

b. **Function Analysis:**

i. The "function analysis approach" shall be used to arrive at the basic purpose of building systems and sub-systems and to assist the VE team in determining the least costs to perform primary functions and peripheral or support functions while identifying costs which can be reduced or eliminated without affecting the performance or reliability of the facility. The function analysis shall be completed as follows:

- a. Identify the study area(s).
- b. Identify the basic verb/noun function of the study area.
- c. List the component parts of the study area.
- d. List the verb/noun function of each component and subcomponent.
- e. Identify whether each function is basic, secondary, or a required secondary function.

- f. Identify the estimated construction cost of each function.
- g. Speculate on the worth or the least cost to accomplish the function.

ii. The VE Team shall analyze the function of building systems and sub-systems by creation of two-word noun-verb descriptions of those functions. The VE team shall identify and analyze both basic functions (the specific task or work it must perform), secondary function(s) (functions that may be desired but are not actually required to perform the specific task or Work) and required secondary functions (functions are absolutely necessary to accomplish the specific task or Work, although they do not exactly perform the basic function) for selected building systems and sub-systems.

iii. For each selected building system and sub-system, the VE Team shall ask and document answers to the following questions in relation to the functions of an item/area:

- a. What is its purpose?
- b. What does it do?
- c. What is the cost?
- d. What is it worth?
- e. What alternative would accomplish the same function?
- f. What would that alternative cost?

iv. The function analysis shall identify functional areas sequentially and hierarchically as functions vary according to the selected area (from the total facility to the building elements, systems and sub-systems).

v. The function analysis shall establish an estimate of the worth of each subsystem or component for comparison with its estimated cost. Since worth is an indication of the value of performing a specific function, extreme accuracy in estimating the worth is not critical. Worth shall be used as a mechanism to identify areas of high potential savings and value improvement. Subsystems performing secondary functions have no worth because they are not directly related to the basic function.

vi. The VE team shall make a comparison of the cost-to-worth ratios for the total facility and its subsystems. These cost-to-worth ratios are obtained by dividing the estimated cost of the system or subsystems by the total worth for the basic functions or the system or sub-system. High cost-to-worth ratios suggest areas of large potential cost savings and identify systems or sub-systems that would be selected for further study by the VE team. Similarly, low cost-to-worth ratios indicate areas where further study efforts would probably not be justified due to diminished potential for cost savings. Cost-to-worth ratios greater than two usually indicate areas with the potential for substantial cost savings and value improvement and shall be considered for further study.

vii. Fast Diagramming: The VE Team shall provide graphics indicating the logical relationship of the functions of an item, subsystem, or facility in the form of FAST (Function Analysis System Technique) Diagram(s). The FAST diagram shall be a block

diagram based on answers to the questions of “Why?” and “How?” for the item under study.

2. Speculation/Creative Phase

a. The VETC shall conduct a group interaction process that the VE team will use to identify alternative ideas for accomplishing the function of systems or subsystems associated with specific study areas. This phase involves an open discussion without any restrictions on the imagination or inventive thinking of individual team members. All analysis, evaluation, or judgment of the ideas generated is delayed until the Evaluation/Analytical Phase.

b. The VETC shall record and list ideas by system, subsystem, and component to facilitate effective organization of the study. The objective of the Speculative/Creative Phase is to generate a completely free interplay of ideas between team members to create an extensive list of alternative ideas for later evaluation. The VETC shall facilitate the discussion and ensure the deferral of any critical judgments or comments that might inhibit any of the team members.

c. The VETC shall encourage and solicit the active participation of all VE team members in the creative development of ideas. The VETC is responsible for maintaining a climate for the free exchange of ideas by directing the team members away from discussion or arguments about relative merits of individual ideas.

3. Evaluation/Analytical Phase:

a. During the Evaluation/Analytical Phase, the ideas developed in the Speculative/Creative Phase shall be examined to assess which have the best opportunity for implementation, cost savings, and value improvement. The VE team shall evaluate the feasibility of each idea by identifying and documenting its advantages and disadvantages. The ideas shall then be rated on a scale of one to ten. A ten represents either the best technical idea or the one with the greatest potential for cost savings and value improvement.

b. In ranking ideas, the VE team should consider the following:

- i. Are the aesthetic, performance, quality and reliability requirements met or exceeded?
- ii. Will excessive redesign or project delay be created?
- iii. Is there improvement in operation and maintenance?
- iv. Will life cycle cost savings be achieved?
- v. Does the idea have a reasonable chance of acceptance and implementation?

c. The VE Team shall provide more detailed investigations of the highest rated ideas in the Development/Recommendation Phase.

4. Development/Recommendation Phase:

a. The VE Team shall develop the best ideas from the Evaluation/Analytical Phase into workable VE Proposals. The VE team shall research and develop preliminary designs and life cycle cost comparisons for the original designs and the proposed alternative ideas. The VE Team shall coordinate and consult with outside experts, vendors, and reference sources to obtain additional evaluation information before developing the VE Proposals.

b. The development of an idea into a proposal shall include the following steps:

- i. Description of the original design and the alternative idea.
- ii. Sketch of the original design and the alternative idea.
- iii. Discussion of the advantages and disadvantages of the alternative idea including its impact on life cycle costs and other key facility issues.
- iv. Preparation of a cost estimate and a life cycle cost analysis if necessary, for the original design and the alternative idea.
- v. Recommendation of preferred approach.

c. The VE team shall convey the concept of each VE Proposal in a clear and concise manner to avoid its rejection due to a lack of understanding by Contractor or Contract Administrator. While preparing VE Proposals, the VE team shall work with Contractor to understand and reflect Contractor's perspective for design, value, reliability, cost effectiveness and implementation.

d. Each alternative idea shall be presented as a single independent VE Proposal and recommendation. Each VE Proposal shall be consecutively and uniquely numbered. Multiple ideas shall not be grouped together into a proposal unless there is a technical advantage to doing so.

e. VE Proposal preparation. As a minimum, Contractor shall include the following information in each VE Proposal:

- i. A description of the difference between the existing and proposed design, the comparative advantages and disadvantages of each, a justification when an item's function is being altered, the effect of the change on system or facility performance.
- ii. A list and analysis of design criteria or specifications that must be changed if the VE Proposal is accepted.
- iii. A separate detailed estimate of the impact on project cost of each VE Proposal, if accepted and implemented by the Government.
- iv. A description and estimate of costs the Government may incur implementing the VE Proposal, such as design change cost and test and evaluation cost.
- v. A prediction of any effects the proposed change may have on life cycle cost.
- vi. The effect of the VE Proposal will have on the design or construction schedules.

5. Report Phase

a. The Report Phase shall consist of both an oral and written presentation of the results from the VE study.

b. Oral Presentation: The VE Team shall present VE Proposals in an oral presentation on the last day of the VE workshop. The oral presentation should be a relaxed and informal meeting which lasts approximately one to three hours. The presentation shall provide an opportunity for Contract Administrator and Contractor to discuss the VE Proposals with the VE team. To facilitate the oral presentation, the VETC shall:

- i. Provide a summary of the VE Proposals to Contract Administrator, Contractor and VE team members during the oral presentation so they can commence their review and analysis prior to the receipt of the VE report.
- ii. Initiate the presentation with an overview of the VE study and a summary of the VE Proposals including the potential cost savings.
- iii. Describe the major factors which influenced the VE study.
- iv. Moderate a brief description of each VE Proposal.
- v. Facilitate questions and answers concerning the VE study.

c. VE Report: The VETC shall prepare a written report which summarizes the results of the entire VE study and submit ten (10) copies of that report to Contract Administrator not later than fourteen (14) calendar days following the Oral Presentation concluding the VE Workshop. The VE Report will be used by Contract Administrator and Contractor in their review and evaluation of the VE Proposals. The VE Report shall contain at least the following information:

- i. Cover Sheet
- ii. Signature Page and Acknowledgments
- iii. Executive summary
- iv. Project name and general description and summary functional space program
- v. Scope of the VE study
- vi. Names of Contract Administrator and its staff representatives, Contractor and its representatives, Contractor and its representatives, and other VE team members and their related responsibilities
- vii. Location and date of the workshop
- viii. List of the data provided by the A-E
- ix. Project objectives and constraints
- x. All cost, energy, and life cycle models, and worksheets from the Job Plan phases
- xi. Summary of VE Proposals and cost savings
- xii. Specific VE Proposals with supporting documentation
- xiii. Appendix with additional information that the VETC may find appropriate.

IV. Post-Workshop Activity

A. The post-workshop VE activity will include a thorough review and evaluation of each VE recommendation presented in the VE report by Contractor. Contractor and Contract Administrator shall determine which VE items are to be pursued further after which Contractor shall prepare the VE Implementation Summary Acceptance Report.

B. Contract Administrator and Contractor will evaluate each VE Proposal on the basis of technical, operational, and life cycle cost savings considerations and may consult with the VETC to clarify any questionable items that arise during their review of the VE Proposals. The VETC shall answer questions posed and shall provide clarifying information that may be requested by either Contract Administrator or Contractor.

C. Contractor will make recommendations to Contract Administrator concerning acceptance or rejection of VE Proposals. Contract Administrator, at its sole discretion, may accept or reject any VE Proposal in whole or in part.

D. VE Implementation Summary Acceptance Report:

1. Once all the VE Proposals have been reviewed, this report is prepared by VETC to summarize the results of the action taken on each of the VE Proposals. The VE implementation summary report and the VE report serve as the complete documentation for the VE study. Separate sets of reports must be prepared for each VE study conducted on the Project.

2. The VE Implementation Summary Acceptance Report shall include:

- a. A brief description of the Project, the scope of the VE efforts, and the timing of the study.
- b. A summary list of the accepted and rejected VE Proposals. Identification numbers from the original VE report should be carried forward.
- c. An implementation schedule (prepared by the VETC in collaboration with Contractor) for incorporating the accepted proposals into the design.
- d. An analysis (prepared by the VETC in collaboration with Contractor) of the value improvement effect of VE Proposals. This can be done in a summary form or by individual proposal(s).

V. VE Worksheets and Forms: Sample VE Worksheets and Forms for use during the VE Workshop will be available upon request from Contract Administrator.

End of Exhibit A – Attachment 4: Value Engineering Procedure

Document 01000a: MGC Subcontractor Award Recommendation

To: Contract Administrator
 (Through Project Consultant)

Recommendation
 No.: _____

Date: _____

Project No: _____
 Project Title: _____
 Facility Name: _____

Scope of Work: _____

Subcontractors/Vendors:			
Base Bid			
Scope of Work Adjustments:			
1.			
2.			
3.			
Alternates:			
1.			
2.			
3.			
Total Bid:			
CBE Certification:	<input type="checkbox"/> Certified CBE	<input type="checkbox"/> Certified CBE	<input type="checkbox"/> Certified CBE
Notes:			

MGC's Recommendation:	
Recommended Subcontractor/Vendor:	
Contract Amount:	\$
Budget:	\$
Difference:	\$
Submitted By:	
Signature:	
Printed Name:	
MGC Firm Name:	

Consultant's Recommendation	
We have reviewed the MGC's Subcontractor/Vendor Recommendation and	
<input type="checkbox"/> Concur	
<input type="checkbox"/> Do Not Concur (Attach Explanation)	
Signature:	
Printed Name:	
Firm Name:	

Contract Administrator's Approval	
I have reviewed the bidding recommendations and	
<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
<input type="checkbox"/> Select the following Preferred Subcontractor	
Firm Name:	
Contract Amount:	\$
Budget Difference:	\$
Signature:	
Contract Administrator	

Exhibit B-E
Estimated GMP

The following amounts reflect the Estimated Contract Price Elements and Approved GMP:

Contract Price Element	Estimated Value
A. Pre-construction Services	\$
B. Estimated Direct Construction Cost	\$
C. Estimated General Conditions Cost	\$
D. Estimated Fixed Fee (X%)	\$
E. Estimated Owner's Allowance Account	\$
Total GMP	\$ Amount Approved by Board

Exhibit B-R
Reconciled GMP

The following amounts reflect the Reconciled Contract Price Elements and GMP Amounts, following the bidding process in Exhibit A:

Contract Price Element	Reconciled Value
A. Pre-Construction Services	
B. Reconciled Direct Construction Cost	\$
C. Reconciled General Conditions Cost	\$
D. Reconciled Fixed Fee (X%)	\$
E. Reconciled Owner's Allowance Account	\$
Total GMP	\$Amount approved by the Board

Exhibit 1-E: Estimated Direct Construction Cost

Project Name: «Project_Name»

Project Number: «Project_Number»

#	DESCRIPTION	ESTIMATED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
33		\$
34		\$
35		\$
TOTAL ESTIMATED DIRECT CONSTRUCTION COST		\$

Exhibit 1-R: Reconciled Direct Construction Cost

Project Name: «Project_Name»

Project Number: «Project_Number»

#	DESCRIPTION	RECONCILED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
33		\$
34		\$
35		\$
TOTAL RECONCILED DIRECT CONSTRUCTION COST		\$

Exhibit 2-E: Estimated General Conditions

Project Name: «Project_Name»

Project Number: «Project_Number»

#	DESCRIPTION	ESTIMATED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
	SUB TOTAL ESTIMATED GENERAL CONDITIONS	\$
33	Insurance & Bond	\$
	ESTIMATED GENERAL CONDITIONS TOTAL	\$

Exhibit 2-R: Reconciled General Conditions

Project Name: «Project_Name»

Project Number: «Project_Number»

#	DESCRIPTION	RECONCILED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
	SUB TOTAL RECONCILED GENERAL CONDITIONS	\$
33	Insurance & Bond	\$
	RECONCILED GENERAL CONDITIONS TOTAL	\$

Exhibit 3: Prevailing Wage Determination

Project Name: «Project_Name»

Project Number: «Project_Number»

Attached General Decision Number FL«Wage_Determination_No» Dated
«Prevailing_Wage_Determination_Date» is included in this document by reference and
attachment («Number_of_Wage_Det_Pages» pages).

(INSERT APPLICABLE DECISION)

Exhibit 4: List of Pricing Documents

Project Name: «Project_Name»

Project Number: «Project_Number»

The following is an enumeration of the drawings and specifications that form the basis of the GMP:

SPECIFICATION INDEX**Division 1 – General Requirements**

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 2 – Sitework

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 3 – Concrete

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 4 – Masonry

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 5 – Metals

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 6 – Wood and Plastics

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 7 – Thermal and Moisture Protection

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 8 – Windows and Doors

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 9 – Finishes

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 10 – Specialties

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 11 – Equipment

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 12 – Furnishings

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 13 – Special Construction

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 14 – Conveyances

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 15 -- Mechanical

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 16 – Electrical

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

DRAWING INDEX

Project Name: «Project_Name»

Project Number: «Project_Number»

Drawing Number	Drawing Title
GENERAL	
G-001	Cover Sheet and Drawing Index
G-002	Survey
G-003	Life-Safety Plan
CIVIL	
C-1	Civil Sheet Title
C-2	Civil Sheet Title
C-3	Civil Sheet Title
LANDSCAPE	
L-1	Landscape Sheet Title
L-2	Landscape Sheet Title
IR-1	Irrigation Sheet Title
IR-2	Irrigation Sheet Title
ARCHITECTURAL	
A-1	Architectural Sheet Title
A-2	Architectural Sheet Title
A-3	Architectural Sheet Title
INTERIOR DESIGN	
ID-1	Interior Design Sheet Title
ID-2	Interior Design Sheet Title
ID-3	Interior Design Sheet Title
STRUCTURAL	
S-1	Structural Sheet Title
S-2	Structural Sheet Title
S-3	Structural Sheet Title
MECHANICAL	
M-1	Mechanical Sheet Title
M-2	Mechanical Sheet Title
M-3	Mechanical Sheet Title
ELECTRICAL	
E-1	Electrical Sheet Title

Managing General Contractor Agreement
(Name of Project)

Drawing Number	Drawing Title
E-2	Electrical Sheet Title
E-3	Electrical Sheet Title
PLUMBING	
P-1	Plumbing Sheet Title
P-2	Plumbing Sheet Title
P-3	Plumbing Sheet Title
FIRE PROTECTION	
FP-1	Fire Protection Sheet Title
FP-2	Fire Protection Sheet Title
FP-3	Fire Protection Sheet Title

Exhibit 6: Statement of CBE Assurance

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, _____, (Authorized Official/Agent) on behalf of the
_____ (Contractor) hereby agree to comply with the County Business Enterprise
(CBE) requirements of the RFP between Broward County and (your company) for
_____ Project.

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.

Authorized Agent of Contractor

Printed Name & Title

Telephone Number/Fax Number

Date: _____

Exhibit 6: Letter of Intent (CBE)

Project Name: «Project_Name»

Project Number: «Project_Number»

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

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

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

Name of CBE Firm: _____

Address of CBE Firm: _____

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

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): _____

(Signature of Owner or Authorized Rep. **Prime**)

(Date)

Print Name (owner or authorized Rep. **Prime**): _____

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

Notary's Signature _____

Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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

(Signature of Owner or Authorized Rep. **CBE**)

(Date)

Print Name (owner or authorized Rep. **CBE**): _____

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

Notary's Signature: _____

Notary Seal: _____

Exhibit 7 - ADDITIONAL SECURITY REQUIREMENTS

Form 1: CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:	Consultant:	«ConsultantsFIRM_NAME»
«Project_Name_for_Contract_Merge»	BID/	
«Project_Address_1»	CONTRACT	
«Project_Address_2»	NUMBER:	_____
Project Number: «Project_Number»		
	CONTRACTOR:	«Firm_Name_for_Contract_Merge»
DATE OF	NOTICE TO	
ISSUANCE:	PROCEED DATE:	_____
TO (County):	Director,	CONTRACT FOR
	Construction	
	Management Div.	_____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Agreement has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DATE OF SUBSTANTIAL COMPLETION

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

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

«ConsultantsFIRM_NAME»

Consultant

BY

DATE

In accordance with the Summary of Terms and Conditions, Contractor will complete or correct the work on the list of items attached hereto within the specified number of days from the Date of Substantial Completion.

«Firm_Name_for_Contract_Merge»

CONTRACTOR

BY

DATE

County, through its Contract Administrator, accepts the Work or portion thereof designated by County as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

BROWARD COUNTY BOARD
OF COUNTY COMMISSIONERS

By Contract Administrator

DATE

The responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

Form 2: Form 00922: STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)

Contract No. _____ No. _____
Project Title: «Project_Name»
Project No.: «Project_Number»

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid in accordance with Broward County Ordinance No. 83-72 as amended from time to time.

Dated _____, 20____, «Firm_Name_for_Contract_Merge»
Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) SEAL

(Print Name) My commission expires: _____

Form 3: FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (County):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of this Agreement, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant

BY

DATE

County, through its Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

BROWARD COUNTY BOARD
OF COUNTY COMMISSIONERS

By Contract Administrator

DATE

Form 4: FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Agreement.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from Broward County, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases Broward County from all liens and claims whatsoever arising out of the Agreement and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to County.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

Date: _____

Form 5: FORM OF PERFORMANCE BOND

Project Name: «Project_Name»

Project Number: «Project_Number»

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

Business Address: _____

Phone: _____

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

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1) Performs the Contract between CONTRACTOR and COUNTY for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

- 2) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and
- 3) Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

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

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

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

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

ATTEST:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Form 6: FORM OF PAYMENT BOND

Project Name: «Project_Name»

Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20_____, with County for _____ in accordance with the Contract Documents prepared by _____ which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorney's fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

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

Managing General Contractor Agreement
(Name of Project)

Form 6: Form of Payment Bond
Page of 1 of 3

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.
- 2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

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

ATTEST:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Form 7: MONTHLY (CBE) UTILIZATION REPORT



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT						
CBE Subcontractor	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:						

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

Signature:	Title:	Date:
------------	--------	-------

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

OESBD Compliance Form 2009-MUR

Form 8: Form 00735. PERFORMANCE AND PAYMENT GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:

Beneficiary:

Date of Issue: _____

Broward County through its Broward Issuing Bank's No. _____
County

in United States Funds

Applicant: _____

Board of County Commissioners

Amount: _____

County Administrator

Governmental Center

Expiry: _____

115 South Andrews Avenue

Fort Lauderdale, FL 33301

Bid/Contract Number: _____

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

at _____ (Branch address) by order of and for the account of _____

_____ (Contractor, Applicant, Customer) up to an aggregate amount, in

United States Funds, of _____ available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County or the Administrator's authorized representative that the drawing is due to default in performance of certain obligations on the part of _____ agreed upon by (contractor, applicant, customer) and between Broward County and _____ (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. _____ for _____ (Name of Project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____.
(Expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ of _____ dated _____.

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

Broward County that this Letter of Credit will expire prior to performance of the Contractor's obligations will be deemed a default.

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

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

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

Form 9: Form 00924. CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Bid/Contract No. _____

Project Title: _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project in accordance with this Agreement, except as provided in paragraph 2 below.

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

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

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

SEAL

(Print Name)

My commission expires: _____

Form 10: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The County has entered into a “Memorandum of Understanding” with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the “Memorandum of Understanding” with DHS and Execute Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the “Edit Company Profile” page and make such record available to Broward County within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County’s request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County’s request.

[Continued on next page]

(Contractor's Signature)

(Print Vendor Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____

Form 11: SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

SEAL

(Print Name)

My commission expires: _____