

A G R E E M E N T

Between

BROWARD COUNTY

and the

CITY OF FORT LAUDERDALE

for

BROWARD BOATING IMPROVEMENT PROGRAM

GOVERNMENTAL ENTITY

FY 2014/2015

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	DEFINITIONS AND IDENTIFICATIONS	1
2	SCOPE OF SERVICES	2
3	TERM AND TIME OF PERFORMANCE	2
4	COMPENSATION	3
5	CHANGES OF SCOPE OF SERVICE	4
6	INDEMNIFICATION	4
7	INSURANCES	5
8	TERMINATION	5
9	FINANCIAL STATEMENTS	6
10	MISCELLANEOUS	7
	EXECUTION PAGES	13, 14
	EXHIBIT A	15
	EXHIBIT B	16, 17
	EXHIBIT C	18

A G R E E M E N T

Between

BROWARD COUNTY

and the

CITY OF FORT LAUDERDALE

for

BROWARD BOATING IMPROVEMENT PROGRAM

Grant

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

The CITY OF FORT LAUDERDALE, a political subdivision of the state of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, the Broward County Marine Advisory Committee recommends funding to assist the CONTRACTOR with approved expenses as defined in Section 328.72, Florida Statutes, and Section 328.76, Florida Statutes, and its implementing regulations, and Chapter 62D-5-031 through Chapter 62D-5-039, Part III, Florida Administrative Code; and

WHEREAS, the Board of County Commissioners has determined that these expenditures serve a COUNTY and public purpose and are authorized by Section 1-90 of the Broward County Code of Ordinances, NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Board - The Broward County Board of County Commissioners.

1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Parks & Recreation Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. 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 of this Agreement.

1.4 County Attorney - The chief legal counsel for COUNTY, who directs and supervises the Office of County Attorney pursuant to Section 4.03 of the Broward County Charter.

1.5 Project - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

2.1 CONTRACTOR shall perform all services identified in this Agreement, its grant application, as amended, and Exhibit "A." The parties agree that the Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

2.2 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end four (4) years after Agreement is fully executed.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.3, the total amount not to exceed Fifty Thousand Dollars (\$50,000.00) for work actually performed and completed pursuant to this Agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. CONTRACTOR agrees to provide matching funds in the amount of, as specified in Exhibit "A."
- 4.2 Contract Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests prior to payment.
- 4.3 METHOD OF BILLING AND PAYMENT
- 4.3.1 CONTRACTOR may submit an invoice for compensation after the project for which the invoices are submitted has been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.
- 4.3.2 Documentation as required in Exhibit "A" must accompany any request for reimbursement. Invoices shall be certified by the CONTRACTOR's executive director or an authorized officer.
- 4.3.3 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

- 4.5 If it becomes necessary for the COUNTY to demand a refund of any or all funds tendered pursuant to this Agreement, the CONTRACTOR agrees to return said funds to the COUNTY within sixty (60) days after notification by the COUNTY. If not returned within sixty (60) days, the CONTRACTOR understands and agrees that any further CONTRACTOR requests for funding, as to this or any other program under the COUNTY's administration, shall be denied until the funds have been returned.
- 4.6 This Agreement strictly prohibits the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 4.7 Payment shall be made to CONTRACTOR at:

Jonathan Luscomb, Supervisor of Marine Facilities
100 N. Andrews Avenue
Fort Lauderdale, Fl. 33301
(954) 828-5343

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

- 5.1 Upon written request by the CONTRACTOR, the Contract Administrator may approve changes in the categories of expenditures listed in Exhibit "A."
- 5.2 The Contract Administrator, based on input from the Marine Advisory Committee, may approve changes to the Scope of Services, project description, and unit of services provided that the total grant awarded remains unchanged, the revisions are consistent with the grant application and the grant guidelines, and the revisions do not diminish the quantity or quality of service to be provided. **Any substantial changes in the Scope of Services shall be contained in a written statement executed by the County Administrator and the CONTRACTOR.**

ARTICLE 6

INDEMNIFICATION

- 6.1 CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which

sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract.

ARTICLE 7

INSURANCE

- 7.1 CONTRACTOR is a state agency as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish Contract Administrator with written verification of liability protection, in accordance with state law prior to final execution of said Agreement.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by CONTRACTOR upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of Board upon, not less than, ten (10) days written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances, in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 8.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of COUNTY's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.

- 8.4 The COUNTY shall have the right to terminate this Project Agreement and demand refund of Program funds for noncompliance with the terms and conditions of the Program. Failure to comply with these terms and conditions shall result in the COUNTY declaring the CONTRACTOR ineligible for further participation in the Program until such time as the CONTRACTOR complies therewith.
- 8.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

ARTICLE 9

FINANCIAL STATEMENTS

- 9.1 Within one hundred and eighty (180) days of receipt by CONTRACTOR, CONTRACTOR shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the CONTRACTOR's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.

9.2 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. 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 books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts

shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

ARTICLE 10

MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. 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 books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

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

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 $\frac{1}{2}$), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 $\frac{1}{2}$), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 $\frac{1}{2}$) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

10.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR, and such services shall not be provided by CONTRACTOR or its agents as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

10.5 PREVAILING WAGE REQUIREMENT

If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, CONTRACTOR as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction work; and further CONTRACTOR shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits "B" and "C."

10.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends 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.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Dan West, Director
Broward Parks & Recreation Division
950 N. W.38th Street
Oakland Park, Florida 33309
(954) 357-8107

FOR CONTRACTOR:

Jonathan Luscomb, Supervisor of Marine Facilities
100 N. Andrews Avenue
Fort Lauderdale, Fl. 33301
(954) 828-5343

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

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

10.9 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 officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, 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 expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such

subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.10 AMENDMENTS

Except for the provisions set forth in Article 5, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR.

10.11 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.13 SEVERANCE

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

10.14 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.15 PRIORITY OF PROVISIONS

The applicable provisions of Sections 370.021(1), 328.72, and 328.76, Florida Statutes, Chapter 62D-5, Part III, Florida Administrative Code, and Section 9½-16 of the Broward County Code, are hereby expressly incorporated into this Agreement. In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code, shall prevail and be given effect.

10.16 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

10.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 10.10 above.

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

10.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties 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 County Administrator, authorized to execute same by Resolution on the twentieth day of June, 2000, and the CITY OF FORT LAUDERDALE, signing by and through its MAYOR, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

Signature

Bertha Henry
County Administrator

Print Name

_____ day of _____, 2014

Signature

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

Print Name

Insurance requirements
Approved by Broward County
Risk Management Division

By _____
Daphne E. Jones (Date)
Assistant County Attorney

By _____
Signature (Date)

Print Name and Title above

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE FOR BROWARD BOATING IMPROVEMENT PROGRAM GRANT

CONTRACTOR

WITNESSES:

CITY OF FORT LAUDERDALE

(Signature)

(Print Name and Title)

_____ day of _____, 2014.

ATTEST:

City Clerk

Reviewed and approved as to form by

City Attorney

_____ day of _____, 2014.

DEJ/gmb
08/28/14
BBIP Agreement Govt. Entity 2014
14-115.04

EXHIBIT "A"

- I **Project title:** Derelict Vessel Removal Program

- II. **Scope of project:** Project will fund the removal of derelict vessels that have been abandoned by the owner and are creating a navigational hazard by blocking or intruding into a navigational channel, or creating an environmental hazard by due to its unique location. The removal of vessels that are behind private property or at a private marina or dock will not be reimbursed with BBIP funds. In order to be reimbursed with BBIP funds, the removal of any derelict vessel by the City must be approved by the BBIP Administrator before the vessel is removed.
 - A. CONTRACTOR agrees to construct the project known as Derelict Vessel Removal Program in accordance with plans approved by the BBIP Administrator before removal begins, and plans and specification prepared by, or under the supervision and review of, an appropriate professional. These elements are identified in the project application which is made a part of this Agreement by reference.
 - B. CONTRACTOR is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, etc., required for the project.

- III. Required documentation of services rendered:
 - A. Contract Administrator is responsible for ensuring performance of its terms and conditions and shall approve all payment requests prior to payment. The CONTRACTOR shall submit to the COUNTY signed quarterly project status reports on a calendar basis summarizing work accomplished, problems encountered, percentage of completion, and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.
 - B. Upon project completion, the appropriate professional shall sign a statement certifying satisfactory completion of the project in accordance with the prepared plans and specifications.
 - C. Upon project completion, the CONTRACTOR shall also submit a location map showing location of vessel removed, list of vessels removed and improvements, and color photographs reflecting the work accomplished.

- IV. Matching Funds
 - A. Pursuant to Section 4.1 of this Agreement, CONTRACTOR agrees to provide matching funds in the amount of \$0.00.

EXHIBIT "B"

Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000) or more, 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 like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

1. Prevailing Wage Rate Ordinance. This Project is not federally funded. If the construction cost is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), the following sections shall apply:
 - a. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
 - b. 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.
 - c. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - d. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by CONTRACTOR, or any Subcontractor directly on the site of the work, has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the 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 by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.

- e. Sections 1(a) through 1(d) above shall apply to this Contract to the extent that it is: (1) a prime Contract subject to the ordinance; or (2) a subcontract also subject to the ordinance under such prime Contract.
- f. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
- g. 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. The Statement shall be in the form attached as Exhibit "C."
- h. The 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 this Agreement.
- i. 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 this Agreement, the 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.

EXHIBIT "C"

STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)

No. _____

Contract No. _____ Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated _____, 2015,

CONTRACTOR

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2015.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires: _____