

A G R E E M E N T

Between

BROWARD COUNTY

and

The Whiting-Turner Contracting Company

for

DESIGN/BUILD SERVICES FOR

Terminal 4 Checked Baggage Inspection System

at

Fort Lauderdale-Hollywood International Airport

RFP No. Z1434304P1

IN BROWARD COUNTY, FLORIDA

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ARTICLE 1 - SCOPE OF WORK

- 1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.
- 1.2** The scope of this project includes the design, construction, and commissioning of a new facility with an in-line baggage screening system. The Design-Builder will provide a fully functional, turnkey facility upon completion of the Project; and obtain the Transportation Security Administration (TSA) certification for the Checked Baggage Inspection System (CBIS).
- 1.3** The facility will be located in a new area adjacent to the existing TSA screening area of Terminal 4. This is a Security Identification Display Area (SIDA), compliance with Broward County Aviation Department (BCAD) and Federal security procedures will be required.
- 1.4** In general, the project includes construction of an air conditioned facility to house baggage conveyors and screening equipment, structural foundations, walls and roofs, mechanical, electrical, plumbing, communications and fire protection upgrades and modifications, and demolition of existing facilities. Phasing of the construction will be critical to Airport operations. Design-builder shall schedule and phase the Work to maintain existing operations, capacity and traffic patterns. The Design Builder shall be responsible for temporary interim phase reconfiguration of the existing screening area as required to maintain existing operations.
- 1.5** The Design-Builder will be responsible for the development and preparation of all design documentation and system installation. The Design-Builder shall also prepare a testing and commissioning procedure manual for the startup of the new in-line Baggage Handling System (BHS), including a new TSA Checked Baggage Inspection System. The new in-line BHS installation will encompass the phased demolition of existing TSA CBIS screening systems, tying into the existing ticket counters, transport conveyor and sortation conveyors in parallel with the phased installation of the new in-line BHS components, subsystems and controls to replace those that are to be demolished. Conveyor demolition is limited to the extent necessary for the new CBIS to be integrated into the existing baggage handling system. No changes to the ticket counter or curbside conveyors are included in this project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The Contract Documents are comprised of the following:

2.1.1 This Agreement, including all exhibits and attachments.

2.1.2 The Basis of Design Documents, which includes the County's Design Criteria Package, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from County's Design Criteria Package;

2.1.3 All written modifications, amendments, Field Orders and Change Orders to this Agreement;

2.1.4 The General Conditions;

2.1.5 The Special Conditions; and

2.1.6 Construction Documents prepared and approved in accordance with the General Conditions.

ARTICLE 3 - INTERPRETATION AND INTENT

3.1 Preparation of this Agreement has been a joint effort of County and Design-Builder and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a paragraph, Section or Article of this Agreement, such reference is to the paragraph, Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

- 3.3** In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and County shall attempt to informally resolve any ambiguity, conflict or inconsistency.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect. In the event of a conflict among the Contract Documents, the most stringent requirement shall control.

- 3.4** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the section GC-1 of the General Conditions of Contract.

ARTICLE 4 - OWNERSHIP OF WORK PRODUCT

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

4.4 County's Limited License upon Termination for Cause. If this Agreement is terminated by County for cause pursuant to Article 8.2; then Design-Builder grants County a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and County shall thereafter have the same rights and obligations as set forth in this Article 4. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, County shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in this Article 4.

ARTICLE 5 - CONTRACT TIME

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

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than three hundred and seventy (370) calendar days after the Second Notice to Proceed.

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

Milestone No.	Interim Milestone Description	Calendar Days From Applicable NTP or Condition Precedent	Liquidated Damages
1	Schematic Design Phase	21 days from 1 st NTP	N/A
2	Detailed Design Phase - 30% Design/Construction Documents	60 days from TSA approval of Schematic Design Phase Documents	N/A
3	Detailed Design Phase - 70% Design/Construction Documents	60 days from TSA approval of 30% Design/Construction Documents	N/A
4	Detailed Design Phase - 100% Design/Construction Documents	30 days from TSA approval of 70% Design/Construction Documents	N/A
5	Substantial Completion	370 days from Second Notice to Proceed	\$4,630 per day
6	Final Completion	50 days after Substantial Completion	\$2,630 per day

5.2.3 Final Completion of the Work shall be achieved four hundred and twenty (420) calendar days after the Second Notice to Proceed. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in GC-1.26 of the General Conditions of Contract.

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

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

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

5.4.1 If Substantial Completion is not attained within 370 days from Second Notice to Proceed, Liquidated Damages of \$4,630 for each calendar day after time specified shall be due.

5.4.2 If Final Completion is not attained within 50 days of Substantial Completion, Liquidated Damages of \$2,630 for each calendar day after time specified shall be due.

ARTICLE 6 - CONTRACT PRICE

6.1 Contract Price. County shall pay Design-Builder in accordance with GC-6 of the General Conditions of Contract the Not-to-Exceed sum of **Thirty Five Million, Nine Hundred Forty Five Thousand, Five Hundred Thirty Eight Dollars (\$35,945,538)** (Contract Price, inclusive of Allowances), subject to adjustments made in accordance with the General Conditions of Contract. The Contract Price is deemed to include all sales, use, consumer and other taxes as mandated by law.

6.2 Allowance Accounts and Allowance Account Values.

6.2.1 Any and all Allowance Accounts, as well as their corresponding Allowance Account Values, are set forth in the Schedule of Values hereto.

6.2.2 Allowance Accounts have been provided in order to compensate the Design-Builder for work to be accomplished at the direction of the County that is consistent with and related to the Project that is not shown on the plans, but is necessary to the successful completion of the Project.

6.2.3 The Allowance Account Value for an Allowance Account includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Account, including design fees, Design-Builder's overall project management and general conditions costs, and fee for overhead and profit. Allowance Accounts are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item. The Allowance Accounts are defined as follows:

- 6.2.3.1 TSA Change Allowance Account – To be utilized if TSA requests or mandates that specific changes be made to conform to any of their regulations, standards, directives, rulemakings, orders, or notices that were not required by the TSA during review and approval of the Design-Builder's Detailed Design Phase submittals to the TSA.
- 6.2.3.2 Broward County Change Allowance Account – To be utilized if the County requests or mandates that specific changes be made to conform to any of their regulations, standards, directives, rulemakings, orders, notices, or operational requirements that were not required by the County during review of the Design-Builder's Detailed Design submittals to the County.
- 6.2.3.3 Utility Resolution Allowance Account – To be utilized to resolve conflicts between proposed Work with unforeseen or existing utilities not specifically shown, or reasonably inferred from, the Terminal 4 Gate Replacement Western Expansion conformed plans and specifications, Terminal 4 Gate Replacement Eastern Expansion conformed plans and specifications, Terminal 4 CBIS Area 3-D Scan, or Terminal 4 Federal Inspection Services Facility sixty percent (60%) plans and specifications, or conditions discovered by Design-Builder as a result of its Pre-Bid obligations.
- 6.2.3.4 Other Regulatory Agency Change Allowance Account – To be utilized if regulatory agencies other than the TSA and County request or mandate that specific changes be made to conform to any of their regulations, standards, directives, rulemakings, order, notices, or operational requirements that were not required by the regulatory agencies during review of the Design-Builder's Detailed Design submittals for permitting.
- 6.2.3.5 Regulatory Agency Permit Fee Allowance Account – To be utilized if requests or mandates made by regulatory agencies other than the TSA and County result in additional permitting fees.

6.2.3.6 Existing Baggage Handling System Modifications Allowance Account – To be utilized to address requests by County to modify or upgrade the existing baggage handling system as a result of the implementation of the new T4 CBIS Work.

ARTICLE 7 – SCHEDULE OF VALUES

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

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

Item	Description
1	Payment Bond
2	Performance Bond
3	Warranty Bond
4	Insurance
5	Mobilization
6	Maintenance of Operations/Traffic
7	Not Used
8	Design Services:
8.1	Surveys
8.2	Architectural
8.3	Structural
8.4	Mechanical
8.5	Plumbing
8.6	Fire Protection
8.7	Electrical
8.8	Communications and Technology
8.9	Construction Administration Services including Close-Out & Record Drawings
9	Construction Services:
9.1	Architectural
9.2	Structural
9.3	Mechanical
9.3.1	HVAC
9.3.2	BHS Conveyor Systems
9.3.3	BHS Controls
9.3.4	Testing & Start-up
9.4	Plumbing
9.5	Fire Protection

9.6	Electrical
9.7	Communications and Technology
10	County's Allowance Accounts:
10.1	TSA Change Allowance Account: \$1,232,500
10.2	Broward County Change Allowance Account: \$493,000
10.3	Utility Resolution Allowance Account: \$739,500
10.4	Other Regulatory Agency Change Allowance Account: \$123,250
10.5	Regulatory Agency Permit Fee Allowance Account: \$61,625
10.6	Existing Baggage Handling System Modification Allowance Account: \$493,000

ARTICLE 8 - TERMINATION OF AGREEMENT

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

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

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

8.2 Termination for Cause: If Design-Builder fails to begin the Work within ten (10) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if Design-Builder shall fail to perform any material term set forth in the Contract Documents or if Design-Builder shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any

other cause whatsoever shall not carry on the Work in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, Contract Administrator may give notice in writing to Design-Builder and its Surety of such delay, neglect or default, specifying the same. If Design-Builder, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then County may upon written notice from CA of the fact of such delay, neglect or default and Design-Builder's failure to comply with such notice, terminate the services of Design-Builder, exclude Design-Builder from the Project site and take the prosecution of the Work out of the hands of Design-Builder, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, Design-Builder shall not be entitled to receive any further payment, if any until the Project is completed. In addition County may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Design-Builder. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Design-Builder shall be liable and shall pay to County the amount of said excess.

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

8.3 Upon receipt of Notice of Termination pursuant to paragraphs 8.1 or 8.2 above, Design-Builder shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

8.4 Termination by Broward County Board of County Commissioners (Board): This Agreement may also be terminated by the Board:

8.4.1 Upon the disqualification by County's Director of the Office of Economic and Small Business Development (OESBD) of Design-Builder as a County Business

Enterprise (CBE) if Design-Builder's status as CBE was a factor in the award of this Agreement and such status was misrepresented by Design-Builder;

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

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

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

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

ARTICLE 9 - REPRESENTATIVES OF THE PARTIES

9.1 Representative of County and Design-Builder.

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

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

Name: Raymond MacKeen, Vice President

Company: The Whiting-Turner Contracting Company

Address: 1901 W. Cypress Creek Road, Suite 101, Ft Lauderdale, FL 33309

Phone No.: 954.776.0800

ARTICLE 10 - PERSONNEL

10.1 All personnel used or employed by the Design-Builder in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the County, or its representatives, the Design-Builder shall not

use in the performance of the Work any personnel deemed by the County or its representatives to be incompetent, careless, unqualified to perform the work assigned to that person him, or otherwise unsatisfactory to the County.

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

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

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

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

- 10.4** Design-Builder shall furnish the County resumes of Design-Builder's key personnel involved in the day-to-day Work on the Project.
- 10.5** Design-Builder shall furnish the County with a copy of all required licenses of all architects and engineers involved in development of the design drawings within five (5) calendar days of execution of the Agreement.

ARTICLE 11 – WARRANTIES, BONDS AND INSURANCE

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

11.1.1 Design-Builder warrants to the County that all workmanship and materials used to construct the Work are free from defects in installation for a period of one (1) year following Substantial Completion or the date that the warranty period starts as expressed in the Substantial Completion Certificate.

11.1.2 Design-Builder will correct all defects discovered within one (1) year (or longer period if provided in the Contract Documents) of the date of

Substantial Completion. Design-Builder will commence repairs within ten (10) days after being notified by the County of the need for the repairs and will prosecute the repairs diligently until completed.

11.1.3 Design-Builder shall provide County with the standard manufacturer's warranty for all equipment installed in the work, and it shall satisfy the requirements under the Contract Documents relating thereto.

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

12.1 Design-Builder shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Builder and persons employed or utilized by Design-Builder in the performance of this Contract. These indemnifications shall survive the term of this Contract. Sums otherwise due Design-Builder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

ARTICLE 13 - EEO AND CBE COMPLIANCE

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

Design-Builder shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½),

marital status, political affiliation, or physical or mental disability if qualified. Design-Builder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. Design-Builder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

County shall also require the Design-Builder to include the foregoing or similar language in its contracts with any Design Consultant or Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Design-Builder, Design Consultant(s) or Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as County deems appropriate.

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

Design-Builder shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

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

ARTICLE 14 - MISCELLANEOUS PROVISIONS

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

In addition to the foregoing, Design-Builder further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Design-Builder has been placed on the convicted vendor list.

- 14.2 Subcontractors and Design Consultant(s).** Design-Builder shall utilize the Subcontractors and Design Consultant(s) identified in the proposal that were a material part of the selection of Design-Builder to provide the services for this Project. Design-Builder shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subcontractors and Design Consultant(s) submitted by Design-Builder. Where the Design-Builder's failure to use identified Subcontractors and Design Consultant(s) results in Design-Builder's noncompliance with CBE participation goals, such failure shall entitle the affected CBE Subcontractors and Design Consultant(s) to damages available under local and state law. The list of Subcontractors and Design Consultant(s) is provided on Form **GC-9**; *Final List of Certified CBE and Non-Certified Subcontractors and Suppliers* attached hereto and made a part hereof.

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

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

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

14.4 Not Used

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

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

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

FOR BROWARD COUNTY:

Director of Aviation
Aviation Department
2200 SW 45th Street, Suite 101
Fort Lauderdale, Florida 333312

With a copy to:

Trevor M. A. Fisher, P.E. Contract Administrator
Ft Lauderdale/Hollywood International Airport
100 Aviation Blvd, Ft Lauderdale, FL 33315

FOR Design-Builder:

Raymond MacKeen, Vice President

1901 W Cypress Creek Rd., Suite 100

Fort Lauderdale, FL 33309

14.8 Truth-in-Negotiation Certificate.

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

14.9 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Design-Builder shall also serve as Design-Builder's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

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

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

14.12 Conflicts. Neither Design-Builder nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Design-Builder's duty of loyal and

conscientious exercise of judgment related to its performance under this Agreement.

Design-Builder agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she is not a party, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

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

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

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

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

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

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

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

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

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

14.20 Project Records, Audit Rights and Retention of Records

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

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

14.20.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.20.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and

14.20.4 Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Second Party upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Second Party transfers the records to County, Second Party shall destroy any duplicate public records that are exempt or confidential and exempt. If Second Party keeps and maintains public records upon completion of this Agreement, Second Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Second Party to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Article 8. **Second Party shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).**

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

IF SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BROWARD COUNTY AVIATION DEPARTMENT, CUSTODIAN OF PUBLIC RECORDS, JALAIN CHAMBERS, OFFICE MANAGER, AIRPORT DEVELOPMENT, AT (954) 359-2581, JCHAMBERS@BROWARD.ORG, 2200 SW 45TH ST, SUITE 101, DANIA BEACH, FL 33312.

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

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

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

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

County's authorized representative(s) shall have reasonable access to the Design-Builder's facilities and shall be allowed to interview all current or former employees

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

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

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

Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf
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14.20.7 Design-Builder shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Design-Builder and payee. Design-Builder will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

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

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

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CONTRACT EXECUTION

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

<p>COUNTY ADMINISTRATOR ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners</p> <p>_____ Date</p> <p><u>Bertha Henry</u></p>	<p>COUNTY MAYOR or VICE-MAYOR:</p> <p>_____ Date</p> <p>Mayor or Vice-Mayor</p> <p><input type="checkbox"/> <u>Barbara Sharief</u> <input type="checkbox"/> <u>Beam Furr</u></p>
<p>COUNTY RISK MANAGER: Approved as to surety company qualifications, insurance requirements and insurance documentation.</p> <p>_____ Date</p> <p><u>Tracy Meyer, Esq.</u></p>	<p>COUNTY ATTORNEY: Approved as to form by Joni Armstrong Coffey Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p>_____ Date</p> <p>Assistant County Attorney</p> <p><u>Alexander J. Williams, Jr., Esq.</u></p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p>_____ Date</p> <p>Witness</p> <p>_____ Date</p> <p>Print Name</p> <p>_____ Date</p> <p>Witness</p> <p>_____ Date</p> <p>Print Name</p>	<p>DESIGN BUILDER:</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name and Title of Signer</p> <p>_____</p> <p>Day of _____, 20__ </p>

GENERAL CONDITIONS

GC – 1 GENERAL DEFINITIONS

Contract Definitions

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

1.1 Allowance Account: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, Work deemed desirable by the County to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written CPEAM(s).

1.2 Basis of Design Documents: The Basis of Design Documents comprises the County's Design Criteria Package, Design-Builder's Proposal and the Deviation List, if any.

1.3 Beneficial Occupancy: Occupancy by the County, in its sole discretion, of any portion of the Work prior to Substantial Completion of the Work. Such occupancy will not relieve Design-Builder of its obligation to fully complete the Work in accordance with the Contract Documents.

1.4 Change Order: A written document ordering a change in the Contract Price, Contract Time, or a material change in the Work, issued and executed in accordance with Broward County procurement procedures.

1.5 Claim: A request for additional compensation or time which has been rejected by the County and resubmitted by Design-Builder for evaluation in accordance with the Contract Documents.

1.6 Construction Change Directive: A written order prepared by the Contract Administrator directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price(s) or Contract Time, or both. The Contract Administrator may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price or Contract Time being adjusted accordingly.

1.7 Construction Project Manager (CPM): a firm selected by the County to perform construction project management services as defined by the County and as an agent of

the County. The CPM typically serves as Design-Builder's primary point of contact, during the construction phase, to the Contract Administrator, through the Program Management Office.

1.8 Consultant: The Architect which has contracted with County, or County employee, designated to perform design criteria services, on this Project.

1.9 Contract Base Amount: That portion of the Contract Price which excludes unexpended portions of Allowance Accounts. The Contract Base Amount may be increased or decreased by the issuance of a CPEAM or a Change Order.

1.10 Contract Administrator (CA): The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as CA in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CA; provided, however, that such instructions and determinations do not change the Scope of Services.

1.11 Contract Price: The original amount established in the award by County, inclusive of Allowance Accounts, as may be amended by Change Order.

1.12 Contract Price Element Adjustment Memorandum (CPEAM): A written document executed by the CA ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

1.13 Contract Time: The original time between the Project Initiation Date in the Second Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations survive Contract Time.

1.14 Cost of Work: Where no lump sum or unit price is provided within the Contract Documents, work may be authorized by Change Order or CPEAM to be performed by Design-Builder with payment to be made for material, equipment, and labor furnished, plus the contractually-established fee for Overhead and Profit, up to the maximum amount established in the Change Order or CPEAM.

1.15 County or Owner: Broward County, Florida; provided however, in the event County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's regulatory authority as a governmental body and shall not be attributable in any manner to County as a party to this Contract.

1.16 County Representative: An authorized representative of the County identified in a written notice to Design-Builder.

1.17 Day(s): Shall mean a calendar day.

1.18 Delay: An event which extends the Contract Time. A delay to a task which does not extend the Contract Time is not considered a Delay event.

1.19 Design-Builder: The entity with whom Broward County has contracted and which is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Design-Builder shall be deemed to be a reference to Design-Builder. Design-Builder is an independent contractor, and neither Design-Builder nor its agents are employees or agents of the County. This Contract shall not create a partnership or joint venture.

1.20 Design Consultant/Design Consultant of Record: The Professional services consultant responsible for providing architectural or engineering services under contract to or with the Design Builder.

1.21 Design Criteria Package (DCP): The performance criteria developed by the Design Criteria Professional that establishes the performance requirements for the Work. Such performance criteria are expressed in the Terminal 4 In-Line Baggage Handling System Design Criteria Package document provided as part of the County's Request for Proposal documents, and include all implied requirements necessary to complete the Work, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The Design Criteria Package may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.22 Design Criteria Professional: Gresham Smith & Partners is the professional registered to practice the respective discipline under the laws of Florida, hired by the County to prepare the Terminal 4 In-Line Baggage Handling System Design Criteria Package and perform related professional duties assigned by the County during the execution of the Project. The Design Criteria Professional is prohibited from participating on the Design-Build Team.

1.23 Deviation List: Variations from County's Design Criteria Package specifically identified in Design-Builder's Proposal.

1.24 Drawings: The official graphic representations of this Project which are a part of the Contract Documents.

1.25 Field Order: A written order which orders clarifications or minor changes in the Work which does not involve a change in the Contract Base Amount or Contract Time.

1.26 Final Completion: The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by County; any other documents required to be provided by Design-Builder have been received by

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

1.27 First Notice to Proceed (First NTP): The written notice to Design-Builder authorizing preconstruction Work, which includes design; submission of applications for construction permits to applicable permitting authorities and completion of all other documents or activities required for permitting; submission of a project schedule, schedule of values, submittals, submittal schedule, topographical or physical features surveys, and all warranty forms; and performance of Work that does not require permits.

1.28 Force Majeure Events: Events that are beyond the control of both Design-Builder and COUNTY, including the events of war, fires, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.29 LEED (Leadership in Energy and Environmental Design): The rating system for green building practices created by the United States Green Building Council (USGBC).

1.30 Materials: Materials incorporated in this Project.

1.31 Milestone: An element of the Work as described in the Contract Documents with associated Liquidated Damages.

1.32 Notice(s) to Proceed (NTP): Written notice to Design-Builder authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.33 Program Manager: The Program Management Office (PMO) is the professional organization County has contracted with to provide program management services to the Project, or such other entity designated by the County.

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

1.35 Project Initiation Date: The date upon which the Contract Time commences, as established by Second NTP.

1.36 Second Notice to Proceed: The written notice of Design-Builder authorizing commencement of construction Work. Except for the reimbursement of permit application fees, bonds and insurance, as may be provided in the Contract Documents, Design-Builder shall not be entitled to compensation of any kind until issuance of the Second Notice to Proceed. The Contract Time shall commence on the Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.

1.37 Subcontractor: A person, firm or corporation having a direct contract with Design-Builder to perform a portion of the Work, including any persons, firms or corporations having a direct contract with any Subcontractor at any tier, and including their employees.

1.38 Substantial Completion: That date, as certified in writing by Consultant and as finally determined by County in its sole discretion, the Work is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the County can use or operate the Project for its intended purpose. A Final Certificate of Completion or other permit closures by the authority having jurisdiction must be issued for Substantial Completion to be achieved; however, the issuance of a Final Certificate of Completion does not determine Substantial Completion.

1.39 Surety: The entity which is bound by the performance bond and payment bond with and for Design-Builder in accordance with Section 255.05, Florida Statutes.

1.40 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by Design-Builder to fulfill Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

GC – 2 DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES

2.1 **General Services.** Design-Builder shall provide all services as needed to fulfill the requirements of the Contract Documents, including all necessary, incidental, and related activities and services in order to complete the Design-Build of the Terminal 4 Checked Baggage Inspection System (T-4 CBIS).

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

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

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

2.1.3 Design-Builder has the duty to perform due diligence of the information provided by the CA as to the reported conditions. Any discrepancy between the CA's provided information and the findings of the due diligence must be brought to the CA's attention in writing within five (5) calendar days of the findings. Design-Builder shall not proceed with any Work prior to receiving a written response from the CA regarding the disposition of the discrepancy.

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

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

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

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

2.1.8 Design-Builder's project manager shall record in a daily report, at a minimum, the following information: the day, date, weather conditions and how any weather condition affected the progress of the Work, time of commencement of work for the day, all work performed, materials, labor, personnel, equipment and Subcontractors at the Project site, visitors to the Project site including representatives of County, CPM, other County consultants, regulatory authorities, any special or unusual conditions or occurrences encountered, delays incurred, incidents, emergencies, accidents and the time of termination of work for the day. The daily report shall be kept on the Project site and shall be available at all times for inspection and copying by CA or CPM. Printed copies of the daily reports shall be provided to the CPM no later than 12:00 PM of the next business day.

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

2.1.10 Design-Builder shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, procedures, safety of construction, and Airport security compliance.

2.1.11 The Design-Builder shall provide submittals as provided for in Special Conditions. Where equipment or materials, necessary to achieve Performance Criteria, require coordination between multiple submittals, Design-Builder must submit all coordination submittals to demonstrate that Performance Criteria are achieved. Design-Builder shall not substitute equipment or materials following the review of the submittal, without written authorization by the Design Criteria Professional.

2.1.12 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Design-Builder to any County employee, Consultants, employees of municipal or other jurisdictional authorities, or their agents directly or indirectly, is strictly prohibited, and any such act on the part of the Design-Builder will constitute a breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

2.6.2 Design-Builder shall obtain TSA approval of the Construction Documents.

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

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

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

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

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

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

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

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

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

2.7.7 The entire responsibility for establishing and maintaining line and grade in the field lies with Design-Builder which shall be based upon horizontal and vertical control supplied by CPM. Design-Builder shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, manholes, hand holes, fittings or other accessories/features and shall prepare a complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document as a condition precedent to requesting Final Payment. Final surveys shall be submitted in hardcopy and as an electronic media submittal prepared in accordance with requirements for electronic media submittals, as specified elsewhere in the Contract Documents. The cost of all such field layout and recording work is included in the Contract Price.

2.7.8 Design-Builder shall maintain in a safe place at the Project site one record copy of all drawings, plans, specifications, addenda, written amendments, Change Orders, Field Orders, Supplemental Instructions, Contract Price Element Adjustment Memoranda (CPEAM), Submittals and written interpretations and clarifications of the Design Criteria Package or Performance Criteria, in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by Design-Builder as "Project Record Documents". These Project Record Documents together with all samples and a counterpart of all Submittals shall be available at all times to County, Design Criteria Professional, PMO, and CPM for reference. Design-Builder must maintain a backup for each Project Record Document using electronic means such as external disks, flash drives, or other forms of electronic media. Upon Final Completion of the Project and prior to Final Payment, these Project Record Documents, including Submittals and other Project Record Documents required elsewhere in the Contract Documents shall be delivered to the CPM for delivery to the CA in accordance with the Special Conditions.

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

2.7.10 Prior to Substantial Completion, Design-Builder shall obtain TSA's certification and deliver said certification to the CPM.

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

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

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

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

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

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

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed full time at the Site, and who may not have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

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

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

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

2.9 Design-Builder's Warranty. Design-Builder warrants to County that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a

commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth Contract Documents. Design-Builder will provide County with all manufacturers' warranties in accordance with the **Special Conditions**.

- 2.10 Operations & Maintenance (O & M) Manuals.** Design-Builder shall submit O & M Manuals in accordance with the Special Conditions.
- 2.11 As-Built Records.** Design-Builder shall submit As-Built and Record Documents in accordance with the Special Conditions.
- 2.12 Correction of Defective Work.** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to paragraph 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

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

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

GC – 3 COUNTY'S SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

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

3.1.7 The County shall provide Quality Acceptance testing for the Work through a Quality Assurance and Materials Testing (QAMT) consultant. Final acceptance of the Work will be determined by, among other things, CPM's review and acceptance of the testing results of the QAMT. Design-Builder shall arrange for access to the Work for the QAMT to perform testing. The Design-Builder shall be responsible for providing Quality Assurance/Quality Control testing for purposes of confirming that the Work complies with the specification.

3.2 Furnishing of Services and Information.

3.2.1 County has provided, at its own cost and expense, for Design-Builder's information and use the following:

3.2.1.1 Terminal 4 In-Line Baggage Screening System Design Criteria Package;

3.2.1.2 Terminal 4 Western Expansion conformed plans and specifications;

3.2.1.3 Terminal 4 Eastern Expansion conformed plans and specifications;

3.2.1.4 Terminal 4 Federal Inspection Services Facility Expansion
60% plans and specifications;

3.2.1.5 Terminal 4 CBIS Area 3-D Scan

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

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

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

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

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

GC – 4 HAZARDOUS MATERIALS AND DIFFERING SITE CONDITIONS

4.1 Hazardous Materials.

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

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

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

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

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

4.2 Differing Site Conditions.

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

4.2.2 In the event that, during the course of the Work, Design-Builder encounters a condition materially different from what the parties to this Agreement contemplated and from those conditions ordinarily encountered and generally recognized as inherent in the character of the Work area or as called for in the Work, Design-Builder, without further disturbing the conditions and before performing any work affected by such conditions, shall, no later than 9:00 AM two (2) business days after their discovery, notify the CPM in writing of the existence of the aforesaid conditions. CPM shall, within two (2) calendar days after receipt of Design-Builder's written notice, investigate the site conditions identified by Design-Builder.

4.2.3 If, in the sole opinion of CA, the conditions do materially so differ and cause an increase in the time required for the performance of any part of the Work, the CPM shall recommend an equitable adjustment to the Contract Time, Contract Price or its component Contract Price

4.2.4 Elements, which is subject to approval by the CA or the Board pursuant to these General Conditions. If CPM and Design-Builder cannot agree on an adjustment in the Contract Time, Contract Price or its component Contract Price Elements, the adjustment shall be determined in accordance with these General Conditions.

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

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

GC – 5 INSURANCE AND BONDS

5.1 The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three (3) business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the solicitation.

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

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

with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

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

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

Vendor should indicate how product is being delivered:

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

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

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

5.2.5 Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is twenty percent (20%) or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except for wind and flood.

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

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

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

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

5.2.10 In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000) of the deductible amount for such claim.

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

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

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

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

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

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

5.6 Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

5.7 Within fifteen (15) calendar days of the Board's action to approve this Agreement, the Design-Builder shall furnish a Performance Bond, in accordance with and in substantially the same form as shown in **Form GC-10**, and, a Payment Bond, in accordance with and in substantially the same form as shown in **Form GC-11.1**.

5.7.1 The performance and payment bonds shall be furnished by the Design-Builder and shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to County the completion and performance of the work covered in such Agreement as well as full payment of all suppliers, material providers, laborers, or Subconsultants/Subcontractors of all tiers employed to complete the Work. The one (1) year warranty bond shall be in the amount of One Hundred percent (100%) of the Contract Price. Each Bond shall be with a surety company which is qualified pursuant to the Contract Documents.

5.7.2 The performance and payment bonds shall continue in effect for one (1) year after Final Completion of the entire Project.

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

GC – 6 PAYMENT

6.1 Schedule of Values.

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

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

6.2 County's Allowance Accounts.

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

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

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

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

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

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

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

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

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

6.2.6 In the event that County and Design-Builder cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and Design-Builder may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by Design-Builder will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order.

6.3 Monthly Progress Payments.

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

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

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

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

- 6.4.3 A release of claims from each Subcontractor and from Contractor relative to the Work subject of and through the date of previous pay applications;
 - 6.4.4 A Consent of Surety relative to Work subject of the pending pay application;
 - 6.4.5 A completed Statement of Wage Compliance Form;
 - 6.4.6 A Monthly Utilization Report Form;
 - 6.4.7 Updated As-Built information for Work performed during the payment period;
 - 6.4.8 Certified payroll records as required by the Contract Documents, if applicable;
 - 6.4.9 Executed subcontracts, if requested by County;
 - 6.4.10 Subcontractor and vendor invoices, if requested by CPM or County;
 - 6.4.11 A LEED certification status report, if applicable; and
 - 6.4.12 Documentation of compliance with specifications for Work items that have been designated as intended to support the County's application for LEED certification, if applicable.
- 6.5** Applications for Payment shall be subject to approval by County. Failure to furnish supporting evidence for amounts invoiced shall result in a reduction of the amount otherwise due to Contractor. Incomplete pay applications will not be processed.
- 6.6** Retainage
- 6.6.1 The County shall withhold ten percent (10%) retainage from each progress payment to Contractor until fifty percent (50%) of the Work has been completed. Thereafter, County shall reduce to five percent (5%), the amount of retainage withheld from each subsequent progress payment made to Contractor. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the CA after written request by Contractor.
 - 6.6.2 After fifty percent (50%) completion of the Work, Contractor may request the release of up to one-half of the retainage then being held. County will promptly make payment to Contractor to release retainage unless grounds exist not to.
 - 6.6.3 If payment of retainage to Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, Contractor shall remit payment of such retainage to those subcontractors and suppliers within ten (10) calendar days following receipt of payment of retained amounts from the County.

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

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

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

6.7.1 Defective work not remedied.

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

6.7.3 Failure of Contractor to make payments properly to Subcontractors or for materials or labor.

6.7.4 Damage to another contractor not remedied or damage to other County property not remedied.

6.7.5 Liquidated Damages and costs incurred by PMO, CPM, County or Design Consultant for extended construction administration.

6.7.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

6.7.7 Failure to perform Contract requirements.

6.7.8 Overpayment made by the County as determined by audit of the Contractor's records.

6.7.9 Damages caused by Contractor to County under other contracts with County.

6.8 Stored Materials and Equipment (on site): Contractor may store materials and equipment at the Project site only on locations designated on the plans.

6.9 Payments for materials and equipment not installed will only be considered upon prior written authorization from CPM. If authorized, payment will be made to the extent of the actual invoiced cost of delivered materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications

and are delivered to acceptable sites on the airport property or at other sites acceptable to County. Such delivered costs of stored or stockpiled materials may be included in Contractor's next payment application using and complying with conditions of the Pre-approved Stored Materials Checklists provided elsewhere in the Contract Documents, and including the following supporting documentation:

6.9.1 Contractor shall provide a Bill of Materials or other evidence as to the quantity and quality of such stored or stockpiled materials;

6.9.2 Contractor shall provide photo records of offsite and onsite stored material. All material must be labeled properly and list the Project Name, Project Address and Project Number;

6.9.3 If material is stored offsite, Contractor shall provide separate bond and property insurance coverage against all loss by damage or disappearance while at the offsite location;

6.9.4 Contractor furnishes County legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled; and,

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

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

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

6.12 Design-Builder's Payment Obligations.

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

6.13 Substantial Completion.

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

6.14 Final Payment.

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

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

GC – 7 CONTRACT TIME

7.1 Design-Builder shall perform the services required by this Agreement within the time required periods, and in accordance with the approved Project Schedule.

7.2 Notice to Proceed (NTP): Prior to beginning the performance of any services under this Agreement, Design-Builder must receive a Notice to Proceed. One or more Notices to Proceed may be issued if the Work is to be completed in Phases, or only a portion of the Work has been authorized, by the CA.

7.2.1 The Design-Builder shall prepare and submit a project baseline schedule and monthly updates in accordance with the Special Conditions.

7.2.2 Work not requiring a permit may proceed following written request by the Design-Builder to the CPM and written authorization by the CPM.

7.2.3 An NTP will be issued for the procurement, mobilization and construction work requiring permitting. Receipt of necessary permits by the Design-Builder is a condition precedent to the issuance of any Notice to Proceed for the permitted construction work.

7.3 Time is of the essence throughout this Agreement. This Project will be completed with multiple interim milestones. As such, a Substantial Completion date will be established for the Project in the Notice to Proceed. The Design-Builder must submit As-Built drawings to the CPM within 45 calendar days of achieving Substantial Completion for the entire Project. The Design-Builder will be assessed Liquidated Damages in the amount of \$1,000 per calendar day for each day the As-Built drawings are not submitted in accordance with the requirements herein. The Project shall achieve Final Completion and the Design-Builder shall be ready to submit final payment in accordance with Article 5 of the Agreement within 50 calendar days from the date certified by CPM as the date of Substantial Completion of the Project.

7.4 These amounts are not penalties but are liquidated damages to County for Design-Builder's inability to complete the Project and interim milestones in a timely manner pursuant to the agreed upon Baseline Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Design-Builder to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in the Agreement and these General Conditions. Failure to meet interim Milestones shall also be cause for the County to deduct from monies otherwise due Contractor, a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions. Liquidated Damages shall be deducted from monies otherwise due Contractor until Final Completion, whether or not the County terminates Contractor for cause and whether or not Surety completes the project after a default by Contractor.

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

7.5 Not Used

7.6 Not Used

7.7 Substantial Completion Date: When Design-Builder considers that the Work, or portion thereof designated by CA pursuant to these General Conditions, has achieved Substantial Completion, Design-Builder shall notify CA, CPM and PMO in writing, in accordance with the requirements of the Special Conditions. CPM shall then promptly make a preliminary inspection of the Work. When Design-Builder and CPM, on the basis of the preliminary inspection, determine that the

Work or designated portion thereof is substantially complete, CPM will notify the CA. CA shall then, with the CPM, Design Criteria Professional, and Design-Builder, perform the CA's Substantial Completion Inspection. At the completion of the CA's Substantial Completion inspection, the CPM shall issue a Substantial Completion inspection report, including a Substantial Completion Punch List, determining whether Substantial Completion has been achieved.

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

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

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

7.8 Final Completion Date: When Design-Builder considers that the Work has achieved Final Completion, Design-Builder shall notify CA, CPM and PMO in writing, in accordance with the requirements of the Special Conditions. CPM shall then promptly make a preliminary inspection of the Work. When Design-Builder and CPM, on the basis of the preliminary inspection, determine that the Work has achieved Final Completion, CPM will notify the CA. CA shall then, with the CPM and Design-Builder, perform the CA's Final Completion Inspection. At the completion of the CA's Final Completion inspection, the CPM shall issue a Letter Establishing Final Completion date.

7.9 Use of Completed Portions:

7.9.1 County shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents.

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

- 7.9.2.1 Design-Builder shall complete the Work, or portion of Work, to the point of Substantial Completion and request inspection and issuance of a Certificate of Substantial Completion in accordance with the Special Conditions.
- 7.9.2.2 Upon CPM's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, payment for utility use, payment of wear and tear damage by County, its tenants, or the public. Design-Builder shall be responsible to maintain all utility services required to support the operation of the portion of Work occupied at the County.
- 7.9.2.3 Design-Builder shall complete all Punch list items noted on the Certificate of Substantial Completion within the time specified in the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied in accordance with the Special Conditions.
- 7.9.2.4 If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by the County and Design-Builder. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Design-Builder to such occupancy or use shall not be unreasonably withheld.

GC – 8 CHANGES TO CONTRACT PRICE AND TIME

Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the Work including, but not limited to, the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate document as provided for in this agreement. Design-Builder shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until the appropriate documentation is issued by the CA.

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

8.1.1 Where the Work involved is covered by existing unit prices in the Contract Documents, by application of unit prices to the quantity of items involved, except where there is an increase or decrease by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

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

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

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

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

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

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

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

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

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

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

8.4.1 Direct cost items shall include:

8.4.1.1 Payroll costs for employees in the direct employ of Design-Builder in the performance of the work described in the Change Order under schedules of job classifications agreed upon by County and Design-Builder. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours shall be included in the above, to the extent authorized by County.

8.4.1.2 Cost of all materials and equipment furnished and incorporated in the Project, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to

Design-Builder unless County deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to County and Design-Builder shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by County with the advice of CPM and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

- 8.4.1.3 Payments made by Design-Builder to subcontractors for work performed by subcontractors. The term subcontractor shall include architects and engineers employed for services specifically related to the Project. If required by County, Design-Builder shall obtain competitive bids from subcontractors acceptable to Design Builder and shall deliver such bids to County who will then determine, with the advice of CPM, which bids will be accepted. If the subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Design-Builder's cost of the work. Whenever a subcontractor is involved, a complete and separate breakdown must be submitted by the subcontractor for its portion of work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 8.4.1.4 Costs of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- 8.4.1.5 Supplemental costs including the following:
- 8.4.1.6 The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

- 8.4.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of Design-Builder.
 - 8.4.1.8 Sales, use, or similar taxes related to the work, and for which Design-Builder is liable, imposed by any governmental authority.
 - 8.4.1.9 Deposits lost for causes other than Design-Builder's negligence; royalty payments and fees for permits and licenses.
 - 8.4.1.10 Cost of utilities, fuel and sanitary facilities at the site.
 - 8.4.1.11 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
 - 8.4.1.12 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 8.4.2 Direct cost items shall not include any of the following:
- 8.4.2.1 Payroll costs and other compensation of Design-Builder 's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design-Builder whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in paragraph 8.4.1.1 above, all of which are to be considered administrative costs covered by Design-Builder's fee.
 - 8.4.2.2 Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Project site.
 - 8.4.2.3 Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the work and charges against Design-Builder for delinquent payments.

8.4.2.4 Cost of premiums for all Bonds and for all insurance whether or not Design-Builder is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

8.4.2.5 Costs due to the negligence or neglect of Design-Builder, any subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to , the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

8.4.2.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included herein.

8.5 The amount of credit to be allowed by Design-Builder to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. However, Design-Builder shall not be entitled to claim lost profits for any Work not performed.

8.6 Whenever the cost of any work is to be determined, Design-Builder will submit in a form acceptable to CPM, an itemized cost breakdown together with the supporting data.

8.7 Each Change Order must state within the body of the Change Order whether it is based upon existing unit prices, a new or adjusted unit price, negotiated lump sum, or "Cost of Work".

8.7.1 Whenever a change in work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the Design-Builder shall submit a detailed cost estimate, indicating direct costs for its labor, materials, and equipment in accordance with paragraph 8.4 above. The estimate shall also include a mutually agreed upon fee for overhead and profit. The detailed estimate shall include an estimate(s) obtained from the Design Consultant/Subcontractor and acceptable to CPM. The breakdown shall list in detail, the total quantities and unit prices for materials, labor, equipment and a fee for overhead and profit. Whenever a change involves more than one Design Consultant/Subcontractor and the change is an increase in the Contract Price, overhead and profit percentage of each Design Consultant/Subcontractor and the Design-Builder, if applicable, shall be itemized separately. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the Contract Price, if any. The Design-Builder's proposal for any decrease in the Contract Price shall include a five percent (5%) fee credit to the County.

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

8.8 Contract Price Element Adjustment Memorandum (CPEAM):

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

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

8.9 Change Order:

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

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

- 8.10** Construction Change Directive: The Design-Builder is obligated to proceed with the Work set forth in the Construction Change Directive, even though there has not been an agreement reached with the CA as to an adjustment to the Contract Price or Contract Time, and even if there is a dispute as to same. In such instances, the CA will issue a Construction Change Directive in accordance with the Special Conditions. A Construction Change Directive shall not be the basis of the Design-Builder not performing pursuant to the Contract Documents.
- 8.11** In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, County reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the CPM or Design-Builder may submit the matter in dispute to CA as set forth in these General Conditions. During the pendency of the dispute, or upon receipt of a written Change Order issued by the CA, Design-Builder shall promptly proceed with the change in the Work involved and advise the CPM and CA in writing within seven (7) calendar days of Design-Builder's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 8.12** On approval of any Contract change increasing the Contract Price, Design-Builder shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the Contract Price as increased.
- 8.13** Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County directing a change in the work. In such event, Contractor is obligated to proceed with the Work, even though there has not been an agreement reached on the terms of the Change Order.
- 8.14** Field Orders and Supplemental Instructions:
- 8.14.1 The Design Consultant may issue Field Orders setting forth written interpretations of the intent of the Construction Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price, Contract Time, DCP Documents, or degradation of Project quality, as determined in the sole discretion of the CPM. Design-Builder shall submit all Field Orders to the CPM for concurrence prior to implementation of same. All Field Orders issued will become a Contract Document.
- 8.14.2 The Design Consultant shall issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents, provided such Supplemental Instructions involve no change in the Contract Price, Contract Time, DCP Documents, or degradation of Project quality, as determined in the sole discretion of the CPM. Design-Builder shall submit all Field Orders to the CPM for concurrence prior to implementation of same. All Supplemental Instructions issued will become a Contract Document.

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

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

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

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

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

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

8.16.1 Any claim for a change in the Contract Time shall be made by written notice delivered by Design-Builder to the CPM, with a copy to Design Criteria Professional, PMO and CA, within two (2) calendar days of the commencement of the event giving rise to the claim for additional Contract Time, and stating the general nature of the delay.

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

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

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

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

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

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

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

GC – 9 DELAYS

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

9.2 Excusable Delay: Compensable and Non-Compensable

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

9.2.2 Excusable Delay may be compensable or non-compensable.

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

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

County and Design-Builder recognize and agree that the amount of Design-Builder's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Design-Builder shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Design-Builder for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs recoverable shall be \$3,000 per day for each day the Contract is delayed due to a Compensable Excusable Delay.

9.2.2.2 *Non-Compensable Excusable Delay.* When Excusable Delay is (i) caused by circumstances beyond the control of Design-Builder, its Subcontractors, Design Consultants, material persons, suppliers and vendors, and is also caused by circumstances beyond the control of the County or (ii) is caused jointly or concurrently by Design-Builder or its Subcontractors, Design Consultants, material persons, suppliers or vendors and by the County or Design Criteria

Professional, then Design-Builder shall be entitled to a time extension equal to the actual number of days delayed on the critical path. In no case shall the Design-Builder be entitled to an increase the Contract Price, nor any damages for the delay.

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

9.4 CONSEQUENTIAL DAMAGES.

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

GC-10 DISPUTES

- 10.1** CA shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CA's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided herein.
- 10.2** Unless a different period of time is agreed upon, CA shall notify Design-Builder in writing of CA's decision within fourteen (14) calendar days from the date of the receipt of the claim. During the pendency of any dispute and after a determination thereof, Design Builder, CPM, Consultant, and CA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. Design Builder may not refuse to perform work that is the subject of a dispute or a Claim.
- 10.3** In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed, is the

entire adjustment, to which the objecting party has reason to believe it is entitled to as a result of the determination.

- 10.4** Design Builder may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.
- 10.5** If any Claims remain unresolved at Final Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party's reasonable attorneys' fee and court costs incurred in enforcing compliance.
- 10.6** All requests and Claims for increases to the Contract Time or Contract Price shall be waived if not submitted in strict accordance with the requirements of this section, the satisfaction of which shall be conditions precedent to entitlement and proceeding with litigation.

GC – 11 RIGHT TO STOP WORK

County's Right to Stop Work.

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

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

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

GC – 12 MISCELLANEOUS

12.1 Sensitive Security Information (SSI).

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

12.2 Provisions Pertaining to Airport Projects.

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

12.2.1.1 Access to Security Identification Display Areas and Identification Media. Design-Builder shall be responsible for requesting the Aviation

Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Design-Builder shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Design-Builder's personnel transferred from the Airport, or terminated from the employ of Design-Builder, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Design-Builder shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Design-Builder shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Design-Builder to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

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

12.2.1.3 Consent to Search/Inspection: Design-Builder agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Design-Builder further agrees on behalf of itself, and its Design Consultants and Subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Design-Builder acknowledges and understands that the foregoing requirements are for the protection of users

of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Design-Builder agrees that persons not executing such consent-to-search/inspection form shall not be employed by Design-Builder or by any Design Consultant or Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Design-Builder or by any Design Consultant or Subcontractor.

12.2.1.4 Design-Builder understands and agrees that if any of its employees, or the employees of any of its Design Consultants or Subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non- Disclosure Agreement promulgated by the Aviation Department.

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

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

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

12.2.4 If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

12.2.5 Records: Design-Builder shall keep such books, records and accounts and require any and all Design Consultants or Subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which Design-Builder expects to be reimbursed. In addition, to the above, Design-Builder shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly

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

12.2.6 Protection of Records: Design-Builder shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in Design-Builder's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/Design-Builder's trade or profession. If requested by County, Design-Builder shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by Design-Builder in conjunction with this Agreement.

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

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

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

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

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

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

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

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

Design-Builder shall provide immediate written notice to the County if Design-Builder learns that its certification or that of a Design Consultant or Subcontractor was erroneous when submitted or has become erroneous by reason of changed

circumstances. The Design Consultant or Subcontractor agrees to provide written notice to Design-Builder if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

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

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

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

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

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

order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

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

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

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

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

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

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

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

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

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

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

NOT USED

SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM

Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). 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 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 shall constitute a material breach of this Agreement.

SPECIAL PROVISION 2A: PREVAILING WAGE RATES

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

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).
2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the County Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the County Representative that any laborer or mechanic or apprentice employed by Contractor, or any Subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the County Representative may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.
5. Sections 1 through 4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.
6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
7. Contractor shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

8. The County Representative may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by the Contract.

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

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SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES

NOT USED

SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

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

SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement, which is a part of the Contract Documents.
2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
3. The policy (ies) must be endorsed to provide the COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.
4. CONTRACTOR shall furnish to the COUNTY Representative Certificates of Insurance or endorsements evidencing the insurance coverage specified within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in bid document, Form 00400-8, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
5. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
6. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
7. COUNTY and Consultant are to be expressly included as Additional Insureds in the name of Broward County and Consultant with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and Consultant as additional insureds.
8. CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

9. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS – OCIP

NOT USED

SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)

Contractor shall comply with the requirements set forth in BCAD's Building Information Modeling ("BIM") Standard, Version 1 (dated September 26, 2013) available at:

<https://www.broward.org/Airport/Business/Documents/BimStandards092613.pdf>

SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

NOT USED

SPECIAL PROVISION 7: DISPUTE AVOIDANCE PANEL

NOT USED

SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

NOT USED

SPECIAL PROVISION 9: FEDERAL TRANSIT ADMINISTRATION CONTRACT
PROVISIONS

NOT USED

SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED

SPECIAL PROVISION 11

NOT USED

SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS Last Revised 12/4/13

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant/ Contractor must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's contract administrator or the project manager designated to approve or deny such requests.

(A) General Requirements:

- 1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The Consultant/Contractor shall expect to produce three primary sets of electronic deliverables:
 - CAD – Engineering Design Drawings
 - GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
 - PDF – Electronic Document Review and Storage/As-Built Information

(B) CAD and GIS Formats:

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD's choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When

requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

- 2) Target OS platform: Windows 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 the BCADs target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.
- 5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant/ Contractor should work with BCAD to ensure linkages will conform/ match those already in place or generated to create such links.
- 7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.
- 8) All CAD and GIS files shall meet FAA/ NGS spatial accuracy requirements and be georeferenced as follows:
 - North American Datum (NAD) 83, HARN, US Survey Feet
 - State Plane Coordinate System, Florida East Zone
 - North American Vertical Datum (NAVD) 88, US Survey Feet
- 9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.
- 3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
 - a) All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
 - b) All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).
- 4) Layering:
 - a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
 - b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
 - c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- 5) Attribute Definitions:
 - a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
- 6) Conformance:
 - a) Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photorealistic renderings, animations, presentations and other visualization/ information tools utilized

during the design and construction process to ensure compatibility of submittal with County's uses and information systems.

- b) No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

(D) Non-CAD/GIS Graphic Format:

- 1) Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats. Photos shall be geotagged in accordance with BCAD standards, if applicable.

(E) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 2007 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 2007 for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
- 3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

- 1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
- 3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
- 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
 - g) All requirements to meet or exceed FAA and BCAD standards
- 5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
- a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications.
 - c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/ decompression software is different from that specified above, then an electronic digital media copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
 - d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
 - e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications.
 - f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
 - g) Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:
 - a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).

- b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
- c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d) Layer assignments and lock settings.
- e) Text fonts, line styles/types used, and GIS layer file settings.
- f) Any additional information per FAA ACs and BCAD standards.

(H) Submittal:

- 1) Submit as Project Record Documents 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) The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
 - (3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
 - (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.

(5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.

(6) All metadata per BCAD, FAA, FDOT, or other entity standards.

(I) Ownership:

- 1) County will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.
- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
- 3) BCAD will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.
- 5) All files/drawings shall be furnished to BCAD upon request from BCAD.
- 6) No portion of any "application" (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

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

- 1) BCAD and Consultant/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.
 - b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.

- c) Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for As-Built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.
- d) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.

(K) Other Digital Information:

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

**SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND
AFFIDAVITS**

Forms begin on the next page.

FORM GC-1: MONTHLY CBE UTILIZATION REPORT



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:							

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

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

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

FORM GC-2: FINAL CBE UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:							

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

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

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

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

No. _____

Contract No. _____

Project Title _____

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

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)

SS.

COUNTY OF _____)

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

WITNESS my hand and official seal, this _____ day of _____, 20__.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS
Consent of Surety to Pay Application for Payment

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

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

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

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

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

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

Attest:

Witnesses:

_____ Surety: _____
Signature of Authorized

Representative

_____ Title: _____

(Seal)

Attachment: Surety Power of Attorney

FORM GC-5 CONSENT OF SURETY – CHANGE ORDER

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

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

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

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

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

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

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

FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (County): _____
Consultant: _____
Contractor: _____
Contract No. _____

Project (Name and Address): _____
Notice to Proceed Date: _____ Date of Issuance: _____

Project or Designated Portion Shall Include:

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

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

CONSULTANT BY DATE

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

CONTRACTOR BY DATE

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

BROWARD COUNTY
By County Representative DATE

FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

- 1. Contractor has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.
- 2. The following subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

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

Dated _____, 20__ _____
Contractor

By _____ (Signature) By _____ (Name and Title)

STATE OF _____

County OF _____

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

WITNESS my hand and official seal, this _____ day of _____, 20__.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: _____
(Serial number, if any)

FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

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

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

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

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

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

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

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

_____.

WITNESS:

CONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

_____ *(Seal)*

Company Name

(Signature)

Printed Name & Title

FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

_____.

WITNESS:

CONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

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

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

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

The Prime Vendor certifies the following:

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

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

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

By _____ (Print Name) as _____ (Title)

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

Notary Public:

_____ (Signature)

_____ (Print Name)

Commission No: _____ Expires: ____/____/____

State of _____ at Large

(Seal)

FORM GC-9: (continued)
LIST ALL SUBCONTRACTORS

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

=-

FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

CONTRACTOR:

ATTEST:

(Name of Contractor)

Secretary

By _____
(Signature and Title)

(Print/Type Name)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

FORM GC-11-1: PAYMENT BOND

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

Business Address: _____

Phone: _____

And _____, as Surety, located at:

Business Address: _____

Phone: _____

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

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

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and,
- 2) Promptly makes payments to all claimants as defined by Section 255.05(1) Florida Statutes for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

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

- a) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for

the prosecution of the work, furnish the Contractor with a written notice that he or she intends to look to the bond for protection.

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

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

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

ATTEST:

CONTRACTOR:

Secretary

(Name of Contractor)

(Print/Type Name)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

FORM GC-12: CHANGE ORDER

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

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

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

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

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

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

MM/DD/YYYY

Percentages may not total exactly, due to rounding

Source: ContractsCentral

FORM GC-13: CPEAM REQUEST



CPEAM REQUEST FORM

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

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

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

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

CPEAM Reason Key:

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

Applicable Contract Document Section:

Expected Costs: _____ Merit No Merit

Description of Change

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

Budget & Funding Analysis

FORM GC-13: CPEAM REQUEST (continued)



CPEAM REQUEST FORM

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

APPROVAL & AUTHORIZATION

Construction Project Manager (CPM)

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

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

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

PMO Project Manager

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

BCAD Project Manager

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

PMO Program Director

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

BCAD Contract Administrator (CA)

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

Purchasing Director's Representative

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

County Attorney (for Form & Legality, if necessary)

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

Attachments:

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

SPECIAL PROVISION 14: FUNDING BY STATE OF FLORIDA

NOT USED

ATTACHMENT 1

SPECIAL CONDITIONS

SC – 1 List of Documents and Drawings

1. Project Manual:

Design Criteria Package, Basis of Design Report (*Sensitive Security Information (SSI)*)

Design Criteria Package (DCP)

2. Project Plans:

AL1.01	LIFE SAFETY PLAN
A1.00	EXISTING/FUTURE FIRST FLOOR PLAN
A2.00	NEW CONSTRUCTION OVERALL PLAN
AD2.01	FIRST FLOOR ARCHITECTURAL DEMOLITION PLAN
A2.01	FIRST FLOOR - NEW CONSTRUCTION ENLARGED FLOOR PLAN - CBIS
A3.01	OVERALL BUILDING SECTIONS
A4.01	REFLECTED CEILING PLAN
S2.01	STRUCTURAL PLAN AND DETAIL
B-001	OVERALL BAGGAGE HANDLING SYSTEM EXISTING PLAN
B-002	OVERALL BAGGAGE HANDLING SYSTEM NEW PLAN
B-003	BAGGAGE HANDLING SYSTEM LEGEND
B-004	BAGGAGE HANDLING SYSTEM FLOWCHART
B-005	EDS REMOVAL PATH
B-006	TSA CROSSOVER PLATFORM EGRESS PATH
B-007	OVERALL BAGGAGE HANDLING SYSTEM NEW PLAN
B-100	BAGGAGE HANDLING SYSTEM DEMOLITION PLAN - FLOOR LEVEL
B-101	BAGGAGE HANDLING SYSTEM DEMOLITION PLAN - CEILING LEVEL
B-200	BAGGAGE HANDLING SYSTEM INSTALLATION PLAN - FLOOR LEVEL
B-201	BAGGAGE HANDLING SYSTEM INSTALLATION PLAN - CEILING LEVEL
B-300	BAGGAGE HANDLING SYSTEM ELEVATIONS
B-400	BAGGAGE HANDLING SYSTEM MOTOR MANIFEST
B-401	BAGGAGE HANDLING SYSTEM MOTOR MANIFEST
B-402	BAGGAGE HANDLING SYSTEM MOTOR MANIFEST
B-403	BAGGAGE HANDLING SYSTEM MOTOR MANIFEST
B-404	BAGGAGE HANDLING SYSTEM MOTOR MANIFEST & POWER SUMMARY
B-900	BAGGAGE HANDLING SYSTEM PHASING PLAN - ENABLING PHASE
B-901	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 1 INSTALLATION
B-902A	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 2A EDS RECOMMISSIONING
B-902B	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 2B EDS RELOCATION
B-902C	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 2C EDS RELOCATION
B-902D	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 2D EDS REMOVAL
B-903A	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3A MAKE UP UNIT MODIFICATION
B-903B	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3B MAKE UP MODIFICATION

B-903C	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3C CONVEYOR MODIFICATION
B-903D	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3D CONVEYOR MODIFICATION
B-903E	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3E CONVEYOR MODIFICATION
B-903F	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 3F INSTALLATION
B-904	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 4 INSTALLATION
B-905	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 5 INSTALLATION
B-906	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 6 CBIS TESTING
B-907A	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 7A INSTALLATION
B-907B	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 7B OVERNIGHT TIE-IN DEMOLITION
B-907C	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 7C OVERNIGHT TIE-IN INSTALLATION
B-908	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 8 DEMOLITION
B-909	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 9 INSTALLATION
B-910	BAGGAGE HANDLING SYSTEM PHASING PLAN - PHASE 10 FINAL LAYOUT
P2.1	FIRST FLOOR CBIS PLUMBING PLAN
E2.1	FIRST FLOOR CBIS ELECTRICAL PLAN
M2.1	FIRST FLOOR CBIS MECHANICAL PLAN
FP2.1	FIRST FLOOR CBIS FIRE PROTECTION PLAN
T2.01	FIRST FLOOR NEW CONSTRUCTION ENLARGED FLOOR PLAN - CBIS

3. Design-Builder's Deviation List:

A. Design Narratives:

- a. CBIS/BHS Design Narrative
- b. Phasing Narrative
- c. Architectural Design Narrative
- d. Structural Design Narrative
- e. Mechanical Design Narrative
- f. Fire Protection Design Narrative
- g. Plumbing Design Narrative
- h. Electrical Design Narrative

B. Conceptual Plans (Dated 4/10/17):

Item No.	Discipline	Sheet Title
1	Architectural	Architectural Floor Plan
2	Architectural	Architectural Perspective Plan
3	BHS	CBIS Base Design – Overall Plan View

4	BHS	CBIS Base Design – Matrix Plan View
5	BHS	CBIS Base Design – Matrix Isometric View
6	BHS	CBIS Base Design Phase 01A
7	BHS	CBIS Base Design Phase 01B
8	BHS	CBIS Base Design Phase 01C
9	BHS	CBIS Base Design Phase 02A
10	BHS	CBIS Base Design Phase 02B
11	BHS	CBIS Base Design Phase 03A
12	BHS	CBIS Base Design Phase 03B
13	BHS	CBIS Base Design Phase 04A
14	BHS	CBIS Base Design Phase 04B
15	BHS	CBIS Base Design Phase 05A
16	BHS	CBIS Base Design Phase 05B
17	BHS	CBIS Base Design Phase 06A
18	BHS	CBIS Base Design Phase 06B
19	BHS	CBIS Base Design Phase 06C
20	BHS	CBIS Base Design Phase 06D
21	BHS	CBIS Base Design Phase 06E
22	BHS	CBIS Base Design Phase 07A
23	BHS	CBIS Base Design Phase 07B
24	BHS	CBIS Base Design Phase 08
25	Mechanical	First Floor – Mechanical Zones
26	Mechanical	First Floor – Mechanical Layout
27	Plumbing	First Floor – Plumbing
28	Fire Protection	First Floor – Fire Protection

29	Structural	First Floor – BHs Support
30	Structural	First Floor – Structural
31	Electrical	Floor Plan View – Electrical
32	Electrical	Lighting Floor Plan – Electrical
33	Electrical	Overall Floor Plan – Electrical
34	Electrical	Riser Diagram - Electrical

C. Scope Clarifications (Dated 4/10/17)

D. Preliminary Schedule (Dated 4/10/17)

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SC – 2 Summary of Work

PART 1 - GENERAL

1.1 Work Covered by Contract Documents

The Scope of Work includes the furnishings of all labor, material, equipment, services and incidentals for the construction of the Checked Baggage Inspection Services (CBIS) at the Fort Lauderdale-Hollywood International Airport (FLL). The scope of this project includes the design and construction of a new facility with an in-line baggage screening system. The Design-Builder will provide a fully functional, turnkey facility upon completion of the Project; and obtain the Transportation Security Administration (TSA) certification for the Checked Baggage Inspection System (CBIS).

1.2 WORK BY OTHERS

- A. Work of the Project which will be executed by others is designated Not-in-Contract (N.I.C.) on the Plans.

1.3 ADJACENT WORK

- A. County reserves the right to contract for and perform other or additional work on or near the Work covered by this contract. When separate contracts are let within the limits of any one project, the Design-Builder shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by the other contractors.
- B. Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.
- C. The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
- D. During performance of the Work under this Contract, the following other contracts may be under construction:
 - 1. Terminal 4 Gate Replacement – Western Expansion
 - 2. Terminal 4 Gate Replacement – Eastern Expansion
 - 3. Terminal 4 Federal Inspection Services Facility Expansion

4. Terminal 4 Apron Expansion
 5. Hydrant Fueling Eastern Expansion
 6. Various Airport Expansion Program Projects.
 7. Various other Capital Improvement Projects
- E. All areas of Project site will remain in operation during the course of construction. Coordination of access and scheduling of work near Customs and Border Protection (CBP), baggage, airside and passenger areas shall be identified and reviewed on a daily basis with County.

1.4 WORK SEQUENCE

- A. Construct Work in phases to accommodate County use of premises during construction.
- B. Design-builder shall not close off, impact the access to, or impact the County's ability to utilize any portion of the facility until an acceptable alternative, developed by the Design-builder, is approved by the County.
- C. Project Milestones: Refer to the Agreement for milestones.

1.5 DESIGN-BUILDER USE OF PREMISES

- A. The County shall have the right of unlimited access to the premises.
- B. Design-Builder shall limit use of premises for Work, or storage, and for access, to allow:
 1. County occupancy.
 2. Work by other Contractors.
 3. Public usage.
 4. Maintained Airport operations.
- C. Design-builder shall coordinate use of premises with County through the Construction Project Manager (CPM).

1.6 PARTIAL COUNTY OCCUPANCY

- A. County reserves the right to occupy any portion of the premises during prosecution of the Work. Design-Builder shall cooperate with CPM in scheduling the Work to minimize conflict and/or impacts to existing operations and to facilitate County usage of portions of completed Work.

- B. Execute Certificate of Substantial Completion for each designated portion of Work prior to County occupancy. Design-Builder shall allow:
1. Access for County personnel.
 2. Operation of Heating, Ventilation, & Air Conditioning (HVAC), domestic water, sanitary, storm water drainage, fire protection, electrical, fire alarm, security, baggage handling, data and communications systems.

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SC – 3 Coordination

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General: Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Coordination of installation of building systems and integrated building equipment commissioning: This project will have selected building systems and integrated building equipment commissioned. The equipment and systems to be commissioned are specified in the Special Conditions. The commissioning process will be directed, through the CPM.
- C. Coordination of Sequence of Work: Coordinate sequence of Work to accommodate County occupancy.

1.2 MEETINGS

- A. In addition to progress meetings specified in the Special Conditions, hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of Work and that Work proceeds in an orderly manner.
- B. Design-builder shall participate in all commissioning meetings with appropriate personnel and subcontractors.

1.3 COORDINATION OF SCHEDULE

- A. Assure coordination of Design-Builder schedule of submittals are in accordance with the Special Conditions.
- B. Attend and participated in all Schedule Coordination meetings in accordance with the Special Conditions.
- C. Identify all Agreement and Interface Milestones in the Design-Builder Schedule in accordance with SC-16, Design-Build Schedule Requirements.

1.4 COORDINATION OF INSTALLATION

- A. General:
 - 1. Coordinate use of Project space and sequence of installation of equipment with existing fire suppression, plumbing, mechanical/HVAC, integrated automation, baggage handling system, electrical, communications, and electronic safety and security systems.

2. Coordinate routings for conveyors, pipes, ducts and conduits to ensure that conflicts are not created; resolve any conflicts between proposed utilities/systems and existing conditions.
3. Coordinate sequence of Work to accommodate various other trades where work is indicated for the same location, utilizing space efficiently to maximize accessibility for other installations, for maintenance and for repairs.
4. Coordinate the installation of all services trades to ensure that the work is installed in a manner that does not compromise access to service or access ports, doors, valves, shut-offs, switches, or other inspection or control mechanisms.

B. Surface Installations:

1. For work at walls or at the surface of partitions, ensure that work is coordinated to allow installation of all trades such that the final work is as close as possible to the wall surface and maintains available space in front of final installed work for appropriate clearances and movement. Particular care shall be used in coordination at locations indicated for vehicular movement or where code required clearances could be compromised.
2. For work exposed at the underside of structure or at the surface of ceilings or soffits, ensure that work is coordinated to allow installation of all trades such that the final work is as close as possible to structure or surface above. Maintain the highest possible headroom below final installed work for appropriate clearances and movement. Particular care shall be used in coordination at locations indicated for vehicular movement. Design-builder shall not compromise the minimum required headroom clearance of 8 feet.

C. Concealed Installations:

1. For work within partitions, soffits, ceilings and other concealed spaces, ensure that work is coordinated to allow installation of all trades such that the final work does not compromise the function or operability of any of the other services within the partition.
2. Ensure that access doors into concealed spaces are coordinated with the location of all inspection and control mechanisms.
3. Coordinate locations of fixtures and outlets with finish elements.

1.5 COORDINATION OF AGREEMENT CLOSEOUT

- A. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

- B. After County occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of County's activities.
- C. Assemble and coordinate closeout submittals spec in accordance with the Special Conditions.

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SC – 4 Surveying & Field Engineering

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Surveying and Field Engineering services.
- B. Design-Builder will arrange for site survey which will identify control points.
- C. Design-Builder shall provide all other surveys required for prosecution of the Work.

1.2 QUALITY CONTROL

- A. Land Surveyor: Registered in the State of Florida, and acceptable to the County.
- B. Professional Engineer: Registered Professional Engineer of the discipline required for specific service on Project, licensed in the State of Florida.

1.3 SUBMITTALS

- A. Submit name, address and telephone number of Surveyor and Engineer before starting survey work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Submit certificate signed by Surveyor and/or Engineer certifying that all elevations and locations of improvements are in conformance, or non-conformance, with Construction Documents and applicable local, state, and federal requirements.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain complete, accurate log of control and survey work as it progresses.
- B. On completion of foundations, walls and major improvements, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work.
- C. Submit Record Documents in accordance with the Special Conditions.

SC – 5 Posting of Notices

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Schedule of Wage Rates and Benefits Broward County and the U.S. Department of Labor.
- B. Non-Discrimination Clause and Design-Builder's Commitments under Section 202 of Executive Order No. 11246.

1.2 SCHEDULE OF WAGE RATES AND BENEFITS

- A. The Design-Builder, and each subcontractor under him, shall post in a conspicuous place on the site the following:
 - 1. The schedule of the specified overall hourly rate for each applicable classification;
 - 2. The amount of liquidated damages for any failure to pay such rates;
 - 3. The name and address of the responsible official in Broward County or the U.S. Department of Labor (whichever is applicable) to whom complaints should be given.

1.3 NON-DISCRIMINATION CLAUSE

- A. The Design-Builder shall post the non-discrimination clause as required by Executive Order 11246. The following is a copy of the required notice:

Equal Employment Opportunity is the Law--Discrimination is Prohibited by the Civil Rights Act of 1964 and by Executive Order No. 11246

Title VII of the Civil Rights Act of 1964, Administered by:

The Equal Employment Opportunity Commission

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 25 or more employees, by Labor Organizations with a hiring hall of 25 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training.

ANY PERSON who believes he or she has been discriminated against
SHOULD CONTACT the:

The Equal Employment Opportunity Commission
2401 E Street, NW
Washington, DC 20506

Executive Order No. 11246, Administered by:

The Office of Federal Contract Compliance Programs Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment by all Federal Government Contractors and Subcontractors, and by Contractors performing work under a Federal Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON who believes he or she has been discriminated against
SHOULD CONTACT the:

The Office of Federal Agreement Compliance Programs
U.S. Department of Labor
Washington, DC 20210

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SC – 6 Reference Standards and Definitions

PART 1 - GENERAL

1.1 INDUSTRY STANDARDS

- A. **Applicability of Standards.** Unless the Contract Documents include more stringent requirements, applicable construction industry standards shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates.** Design-Builder shall comply with the standards in effect as of the date the Contract is executed by the County.
- C. **Conflicting Requirements.** Where compliance with two or more standards is required and the standards establish different or conflicting requirements for minimum quantities or quality levels, Design-Builder shall comply with the most stringent requirement, and shall refer uncertainties and requirements that are different but apparently equal to the Design Criteria Professional through the CPM, for a decision before proceeding.
- D. **Minimum Quantity or Quality Levels.** The quantity or quality level shown in the Design Criteria Package (DCP) shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate. Design-Builder shall refer uncertainties to the Design Criteria Professional through the CPM for a decision before proceeding.
- E. **Copies of Standards.** Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Design-Builder shall obtain copies directly from the publication source and make them available on request.
- F. **Abbreviations and Names.** Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Construction Program Manager (CPM): a firm or joint venture selected by the County to perform construction project management services as defined by the County and as an agent of the County. The CPM typically serves as the Design-Builder's primary point of contact during the construction phase to the Contract Administrator through the Program Management Office (PMO).

SC – 7 Safety Requirements

- A. Design-Builder has sole and complete responsibility for development and implementation of a site specific safety program. The Design-Builder must develop a site-specific safety program that must include the work of all the Design-Builder's Subcontractors. The Design-Builder's safety program must be submitted to the CPM for review and acceptance at least thirty (30) days before the start of the Work.
- B. The Design-Builder shall designate a safety representative for the Project. This person shall be present whenever work is being performed at the site or at any staging area on the Airport property. The safety representative shall have the project safety responsibilities as his or her exclusive responsibility and not have any other responsibilities regarding this Project. The safety representative must have the authority and the experience level to fulfill the duties of Project Safety Representative as defined in the accepted Design-Builder Safety Plan.
- C. Although the CPM will observe construction and provide opinions and suggestions about safety defects and deficiencies, the CPM will not be responsible for any unsafe working conditions. The CPM's suggestions on safety will in no way relieve the Design-Builder of its responsibility for safety on the Project. The Design-Builder has sole responsibility for safety.
- D. The Design-Builder must comply with the requirements of Regulations 29 CFR Part 1926 (Originally CFR Part 1518) - Safety and Health Regulations for Construction of the Williams-Steiger Occupational Safety and Health Act of 1970 (Federal, OSHA). The Federal and State standards require that the Design-Builder provide reasonable protection to the lives, health, and safety of all persons employed under the Agreement. Such act and rules and the applicable parts thereof will be considered as part of these specifications.
- E. The Design-Builder must take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Design-Builder will furnish and install, subject to the acceptance by the Contract Administrator (CA), all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of said Work.
- F. The Design-Builder must keep on the site of the Work, completely equipped first aid kits readily accessible at all times. The Design-Builder will designate a person on each shift, acceptable to the CA, to be in charge of first aid and will cause such person to receive proper instructions therein.

- G. The Design-Builder must furnish and place, in all buildings connected with the Work, a sufficient number of fire extinguishers, of a type and capacity approved by the Florida Statute.
- H. Only such materials and equipment as are necessary for the construction of the Work under this Agreement, as determined by the CA, will be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the site, they will be stored in approved safety containers and placed where directed by the CA.

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SC – 8 Hot Work Operations

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Before initiating Hot Work, the Design-Builder shall submit the Hot Work Permit Application. Hot Work includes, but is not limited to, work above and below ground, involving open flames or work producing heat and/or sparks (including, but not limited to, brazing, cutting, grinding, soldering or thawing materials, torch applied products, installation and welding).
- B. A Fire Watch shall be required during all Hot Work and all costs associated with furnishing the Fire Watch shall be borne by the Design-Builder.

PART 2 - EXECUTION

2.1 HOT WORK

- A. All tradesmen operating on Airport property whose work entails open flame cutting, welding or similar hot work shall not proceed with such operations until the safety of the work area has been approved by the Broward County Sheriff Department of Fire Rescue and Emergency Service and a "Hot Work Permit" obtained. The provisions of this directive shall apply to any operation involving open flames or producing heat and/or sparks.

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SC – 9 Life Safety Shutdown Instructions



Broward Sheriff's Office

Department of Fire Rescue and Emergency Services

Fire Marshal's Bureau

2601 W. Broward Blvd.

Fort Lauderdale, FL 33311

954-831-8210

LIFE SAFETY SYSTEM SHUTDOWNS

In the event of any life safety system shutdowns, the following procedures shall be followed:

1. Please send an e-mail request along with the attached work permit application to the following individuals at least 48 hours in advance:
 - a. James Ridout, james_ridout@sheriff.org
 - b. Andrew Gadry, andrew_gadry@sheriff.org
 - c. Richard Waskiewicz, rwaskiewicz@broward.org
 - d. Mike Nonnemacher, mnonnemacher@broward.org
 - e. WSA, dchernin@wsasystems.com
2. Once the Fire Marshal's Office has received confirmation from WSA as well as approvals from BCAD Maintenance and Operations, the Fire Marshal's Office can approve such requests.
3. Except for emergencies, any requests for life safety shutdowns which do not meet these criteria will not be approved and will need to be rescheduled for another day.

SC – 10 Project Meetings

PART 1 - GENERAL

1.1 PRE-CONSTRUCTION CONFERENCES

- A. BCAD will hold a pre-construction conference. .

1.2 PROGRESS MEETINGS

- A. The CPM will schedule and administer Project meetings throughout progress of the Work at weekly intervals as well as any called meeting and pre-installation conferences.
- B. Attendance: Job superintendents, major subcontractors and suppliers; County, Design-Builder and CPM as appropriate to agenda topics for each meeting.
- C. Agenda will include review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, safety, operations, submittals, maintenance of quality standards, pending changes and substitutions and other items affecting progress or work.

1.3 SCHEDULE COORDINATION MEETINGS

- A. Attend all Schedule Coordination meetings in accordance with the Special Conditions.
- B. The Scheduling Coordination meeting shall be a forum to establish the true state of completion of the project, to update the status of the delivery of material and equipment items and to prepare or revise the current accepted detailed Progress Schedule.

1.4 PRE-INSTALLATION CONFERENCES

- A. When required, Design-Builder will convene a pre-installation conference prior to commencing work.
- B. Require attendance of entities directly affecting, or affected by, work.
- C. Review conditions of installation, preparation and installation procedures and coordination with related work.

SC – 11 Method of Measurement and Basis of Payment

PART 1 – GENERAL

1.1 SCOPE

- A. The work specified in this specification consists of the preparatory work and operations in mobilizing the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, Contractor's Field Office, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by these specifications, the special provisions, and State and local laws and regulations. The costs of bonds and any other preconstruction expenses necessary for the start of the Work, excluding the cost of construction materials, shall be included in this specification. Also included in this section are contractor costs associated with resumption of work, general conditions, maintenance of traffic, and demobilization.

1.2 METHOD OF MEASUREMENT

- A. General Conditions – this item shall be cited in terms of a lump sum bid amount
- B. Mobilization – This item shall be cited in terms of a lump sum bid amount. This shall include all mobilization work described in these contract documents for the award and completion of this contract. This item shall also include all costs associated with the shutdown of the work and demobilizing from the project site after construction completion.
- C. Insurance, Payment and Performance Bonds – This item shall be cited in terms of a lump sum bid amount. This shall include all performance and payment guaranties required as specified herein. It shall also include all costs for insurance required by the contract.
- D. Maintenance of Traffic – This item shall be cited in terms of a lump sum bid amount. This shall include all maintenance of airport traffic and passenger movement as described in this contract documents.

1.3 BASIS OF PAYMENT

- A. General Conditions – Payment shall be made at the contract lump sum as a percent of construction completion.
- B. Mobilization – Payment shall be made at the contract lump sum price for mobilization in accordance with the table listed below. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete this item.

- C. Insurance, Payment and Performance Bonds – Payment shall be made at the contract lump sum price for Insurance performance and payment guarantees.
- D. Maintenance of Traffic – Payment shall be made at the contract lump sum.
- E. Partial payments for Mobilization, and Maintenance of Traffic shall be made in accordance with the following table.

Percent of Original Contract Price Earned for Each Bid Schedule	Allowable Percent of Lump Sum Price for the Item in Each Bid Schedule
5	25
25	50
50	75
75	90
100	100

1.4 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

- A. Extra work, performed in accordance with the requirements, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement or CPEAM authorizing the extra work. When the change order or supplemental agreement or CPEAM authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a contractually established fee.
- B. For Contractor self-owned equipment, the maximum rate paid for equipment will be determined based upon the following factors:
 1. The base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors latest edition, divided by (8) eight. Where no daily rate is listed, the daily rate will be determined by dividing the monthly rate by 10.
 2. The first 20 hours will be paid at 90 percent of the above based hourly rate. For 21 to 40 hours, the rate will be 80 percent of the above base hourly rate. For over 40 hours, the rate will be 45 percent of the above base hourly rate.
 3. The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account job/activity.

4. For rented equipment, such equipment will be paid for based upon rental cost as approved by the CPM Invoices showing rental charges must be submitted to the CPM for such payment.
5. Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use larger equipment at a higher cost than that required to perform the Work, payment will be made at the rate applicable to the suitable equipment needed. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The CPM shall determine the suitability of the equipment. If there is a differential in the rate paid for the operator will likewise be that for the suitable equipment.

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SC -12 Agreement Modification Procedures

PART 1 - GENERAL

1.1 DOCUMENTATION OF CHANGE IN CONTRACT PRICE

- A. Maintain detailed written daily records of the Work; provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Contract Price.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation. Provide additional data as requested by the CPM.
- C. For all proposed changes to the Contract Price, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance, and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Agreement, similarly documented.
 - 6. Bid Tabulation Sheets
- D. Time Impact Analysis:
 - 1. For all proposed changes where a change of project time is anticipated, Design-Builder shall prepare and submit a Time Impact Analysis illustrating the influence of each change upon the approved Baseline Schedule as described in SC -16, Design-Build Schedule Requirements.
 - 2. Submit the Time Impact Analysis as an attachment to each submitted Document, 01260B Change Order Request (Proposal).
 - 3. When the Design-Builder does not submit a Time Impact Analysis for a proposed change of Contract Price Element as an attachment to 01260B, Change Order Request (Proposal), then it is mutually agreed that the particular resulting change has no effect on Contract Time except as otherwise allowed elsewhere within the Contract Documents.

1.2 CONTRACT PRICE ELEMENT MEMORANDUM CHANGE (CPEAM) PROCEDURES

A. Preparation of Proposed CPEAM's:

1. CPM shall provide standardized CPEAM forms. Design-Builder shall utilize County's standardized CPEAM forms. Customization of the County's standardized CPEAM forms may be allowed with the CPM's prior written authorization if necessary to accurately portray unique project conditions.
2. The Design-Builder signs and submits the CPEAM including all supporting documentation to the CPM. If the CPM determines the CPEAM has merit, the CPM signs the CPEAM and submits the CPEAM, including all supporting documentation to the County for merit review. If the County concurs that the CPEAM has merit, the County signs the CPEAM. The CPM will notify and distribute the approved CPEAM to the Design-Builder.
3. CPEAMs which are critically needed to facilitate the continuing progress of the Work should be so identified on the submitted Document 01260B, Change Order Request (Proposal). The CA may issue Document 01260E: Construction Change Directive, directing the Design-Builder to proceed with Work related to a critically required CPEAM prior to full execution of the CPEAM.

B. CPM shall prepare CPEAM forms and obtain Contract Administrator's signature. CPEAM's shall not be considered in effect until signed by the Contract Administrator.

C. Promptly revise the Schedule of Values and Application for Payment forms to record each authorized CPEAM.

D. Promptly revise the Baseline Schedule to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the CPEAM, and resubmit.

E. Promptly enter changes in Project As-Built Documents.

1.3 CONTRACT CHANGE ORDER

A. Contract Change Orders:

1. The Consultant or CPM may issue a Document 01260A: Proposal Request which may include a detailed description of a proposed change to the Contract Price with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.

- a. Design-Builder shall prepare and submit an estimate and supporting documentation as specified above and as might be required within 10 days after receipt of a Proposal Request from the CPM in the form of Document 01260B, Change Order Request (Proposal) and supporting documentation as specified above and as might be required.
 - b. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
2. The Design-Builder may propose a change to the Contract Price by submitting a request for change on Document 01260B, Change Order Request (Proposal) to the CPM, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation as required above and a statement describing the effect on Work by separate or other contractors.
 - a. Provide additional detail regarding the proposed change as required by CPM including the cause and origin of the proposed change.
 - b. Such proposals by the Design-Builder are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

B. DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

1. Maintain detailed records of the Work: Provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Work.
2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
3. Support each claim for additional costs performed on a Cost of Work basis, with additional information:
 - a. Origin and date of claim.
 - b. Name of the County's authorized agent who ordered the Work and the date of the order.
 - 1) Dates and times Work was performed, and by whom.

- 2) Time records, summary of hours worked and wage rates paid.
- 3) Original invoices and receipts for:
 - i. Products used, including a listing of quantities.
 - ii. Equipment used, including a listing of dates and times of use.
 - iii. Subcontracts, similarly documented.

C. Time Impact Analysis:

1. For all Change Orders and Supplemental Instructions where there has been no Agreement as to the change's impact on Project time, the Design-Builder shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current Agreement schedule as described in the Special Conditions.
2. Submit the Time Impact Analysis as an attachment to each submitted Document 01260B, Change Order Request (Proposal) or within seven (7) days of receipt of a Construction Supplemental Instruction or other event which might delay with progress of the Work.
3. When the Design-Builder does not submit a Time Impact Analysis for a specific Change Order or delay as an attachment to 01260B, Change Order Request (Proposal) or within the time frames specified for Supplementary Instructions or other delays, then it is mutually agreed that the particular Change Order, or Supplementary Instruction, has no effect on Contract Time except as otherwise allowed elsewhere within the Contract Documents.
4. When approved by the County, the Design-Builder shall issue a new Baseline schedule, without status data, to serve as a modified baseline schedule.

1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. CPM may issue Document 01260E: Construction Change Directive, signed by the County, instructing the Design-Builder to proceed with a change in the Work, for subsequent inclusion in a Change Order or CPEAM.

- B. A Construction Change Directive may be used in the absence of total Agreement on the terms of a Change Order or CPEAM or where County's process for consideration of a Change Order or CPEAM would unreasonably, at the County's discretion, prohibit the Design-Builder from completing time critical elements of the Work.
- C. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on the methods specified herein and in the other applicable Contract Documents.
- D. Upon receipt of Document 01260E, Construction Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the CPM of the Design-Builder's Agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price.
- E. A Construction Change Directive signed by the Design-Builder indicates the Agreement of the Design-Builder therewith, including adjustment in the Contract Price and Contract Time or the method for determining them. Such Agreement shall be effective immediately and shall be recorded and issued as a Change Order or CPEAM upon subsequent approval of the total price by the County.
- F. Actual adjustments to the Contract Price and Contract Time shall not become effective until the changes are formally approved by a County approved Change Order or CPEAM. As such, the Design-Builder may not submit requisitions for payment for work performed through a Construction Change Directive or make adjustments to the construction schedule until such time as the County approves a Change Order or CPEAM.

1.5 LUMP SUM PRICE CHANGE ORDER

- A. Content of Lump Sum Price Change Orders shall be based on:
 - 1. CPM's Document 01260A: Proposal Request and Design-Builder's responsive Document 01260B, Change Order Request (Proposal) as mutually agreed between the County and the Design-Builder.
 - 2. Design-Builder's Document 01260B, Change Order Request (Proposal) as recommended by the CPM and approved by the County.

3. Design-Builder shall sign and date the Change Order to indicate Agreement with the terms therein.
4. County will approve Change Order as authorization for the Design-Builder to proceed with the changes.

1.6 UNIT PRICE CHANGE ORDER

- A. Content of Unit Price Change Orders shall be based on either:
 1. The CPM's definition of the scope of the required changes.
 2. Design-Builder's Document 01260B, Change Order Request (Proposal) for a change as recommended by the CPM and approved by the County.
- B. Amounts of the Unit Prices:
 1. Unit prices, if applicable, shall be developed and mutually agreed to by the CPM and the Design-Builder. In cases where the CPM and the Design-Builder cannot mutually agree, a reasonable unit price will be determined by the CPM and utilized by the County and Design-Builder as the basis of similar Unit Price Change Orders that may occur during the remainder of the Agreement term.
- C. When quantities of each of the items affected by the Change Order can be determined prior to the start of the Work related to that Change Order:
 1. Design-Builder shall sign and date the Change Order to indicate Agreement with the terms therein.
 2. County will approve the Change Order as authorization for the Design-Builder to proceed with the changes.
- D. When quantities of the items cannot be determined prior to the start of the Work:
 1. The CPM will issue Document 01260E, Construction Change Directive, directing the Design-Builder to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.

2. At the completion of the changes:
 - a. The Design-Builder shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.
 - b. The CPM will review and evaluate the cost of such Work based on the established unit prices and quantities used.
3. County will prepare a Change Order to establish the change in the Contract Price and will submit Change Order for approval.

1.7 COST OF WORK CHANGE ORDER

- A. The CPM will issue Document 01260E, Construction Change Directive directing the Design-Builder to proceed with the changes on a Cost of Work basis.
- B. At completion of the change, the Design-Builder shall submit an itemized accounting and supporting data as required herein for work performed on a Cost of Work basis.
- C. CPM will review and evaluate the cost of such Work, the required documentation, and the Design-Builder's calculations of dollar cost and time.
- D. The CPM shall observe the progress of the Work related to Cost of Work Change Orders on a full-time basis or as necessary to substantiate the Work.
- E. CPM will prepare a Change Order to establish the change in the Contract Price and will submit Change Order for approval.

1.8 CORRELATION OF DESIGN-BUILDER SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order, or CPEAM, as a separate line item and adjust the Contract Price.
- B. The original Contract Price and scheduled values shall be copied in all updated Schedule of Values and Request for Payment forms, and the changes, where necessary, shall be noted and itemized separately at the bottom of the forms.

- C. Promptly revise the Baseline Schedule to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
- D. Promptly enter changes in Project Record Documents.

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SC – 13 Pre-construction Submittals

PART 1 - GENERAL

1.1 PROCEDURES

- A. After issuance of the First Notice to Proceed, and before the County issues a Second Notice to Proceed, Design-Builder shall submit to County all of the following items for acceptance:
1. A project schedule in compliance with the requirements of the General and Special Conditions. The Design-Builder shall provide a cost loaded schedule for review and approval as required by the Special Conditions and SC-16.
 2. A preliminary schedule of planned Shop Drawing and submittal submissions. At a minimum, the preliminary schedule of planned Shop Drawings shall state when each shop drawing or sample will be provided to the CPM for review and processing and shall include a number, specification section, description, construction schedule activity
 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.
 4. Utility coordination schedule: Design-Builder shall meet with all utility company and secure from them a schedule of utility relocation. County shall not be responsible for the nonperformance by the utility company.
 5. All permits required by authorities having jurisdiction for all portions of the Work, unless otherwise provided by the Contract Documents.
 6. Airport Utility Registration Application, if applicable.

1.2 SCHEDULE OF VALUES

- A. Submit typed preliminary Schedule of Values on CPM approved forms.
- B. Format: Identify each line item with number and title of the major components of each item.

- C. Include specified Allowances, if any, in each line item amount.
- D. Include in each line item a directly proportional amount of Design-Builder's overhead and profit.
- E. Provide a sub-schedule for each separate stage of work.
- F. Revise Schedule of Values to list Change Orders and CPEAMs, for each Application of Partial Payment.

1.3 CONSTRUCTION DOCUMENTS

- A. See Design Review Requirements and Release for Construction Procedures of the Special Conditions.

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SC – 14 Shop Drawings, Product Data and Samples

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for submittal.
- B. Schedule of submittals.

1.2 SHOP DRAWINGS

- A. "Shop Drawings" are defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Design-Builder or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the Work shall be fabricated and/or installed.
- B. Shop drawing provided by the Design-Builder with each submittal shall be original drawings, sharp, clear and distinct, suitable for reproductions.
- C. Each shop drawing shall be clear, thoroughly detailed, and shall have listed on it all Agreement references, drawing number(s), specification section number(s), plus shop drawing numbers of related work by Subcontractors, if applicable. Clearly mark all components that are provided as "optional" by manufacturer. Shop drawings may be reviewed by Design Criteria Professional and County.
- D. Identify field dimensions; show relation to adjacent or critical features or work or products.
- E. Minimum Sheet Size: 8.5 x 11 inches; 11 x 17 inches when drawings are included.
- F. Where it is difficult to provide shop drawing transparencies, such as "catalog cuts", "brochures" or "photographs", the Design-Builder shall submit a minimum of six (6) copies of such "cuts", "brochures" or "photographs". Additional copies shall be supplied when required by the CPM.
- G. Shop drawings shall be complete in every detail, including a location plan relating the work to space identification such as station, offset, and column numbers, floor level, etc. Materials, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information per usual trade practice or as required for any specific purpose must be clearly shown.

- H. Each shop drawing shall contain a title block with the following information provided:
1. Number and title of drawing, including Agreement title and Number;
 2. Date of drawing and revisions;
 3. Name of Design-Builder and Subcontractor (if any) submitting drawings;
 4. Name of Project, Building or Facility;
 5. Specification Section title and number;
 6. Design-Builder's Architect/Engineer of Record stamp of approval, signed by the Design-Builder;
 7. Space above the title block for Design Criteria Professional's action stamp;
 8. Submittal or resubmittal number (whether first, second, third, etc.);
 9. Date of submittal.
- I. The Design-Builder, when requested by the CPM in writing, shall submit such additional shop drawings as may be required.
- J. When calculations and/or certification of performance criteria of materials, systems, and/or equipment is required, the Design Criteria Professional is entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Design-Builder. Calculations, when required, shall be submitted in a neat, clear, and in an easy to follow format. Such calculations and/or certifications shall be signed and sealed by a Professional Engineer registered in the State of Florida.
- K. Failure to comply with any of the above may result in the rejection of submittal.

1.3 PRODUCT DATA

- A. Submit only pages that are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to the Construction Documents Specification Section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Identify work of separate stages or separate floors, and other logically grouped activities.
- D. The following companies have been deemed an approved Sole Source by the County and must be used where referenced in the DCP:
 - 1. Johnson Controls Inc.
 - 2. MicroSecurity Inc.
 - 3. Matrix Systems Inc.
 - 4. W.S.A. Systems
 - 5. ProSound Inc.
- E. The following products referenced in this document have been deemed an approved Sole Brand by the County and must be used where referenced in the DCP:
 - 1. QSC – for public address
- F. If company/product is not listed as an approved sole source / sole brand, use of manufacturer and product names and / or catalog or model numbers is for reference only to provide the Design-Builder with the required quality and specifications and is considered “or Approved Equal”.
- G. When no Sole Source, Sole Brand, or Standardized manufactures or products are required, Design-Builder shall utilize manufacturers that are compatible with County’s existing systems.

1.4 SAMPLES

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for selection. All color and finish schedules must be submitted by the Design-Builder in a single submission properly identified and labeled.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples which may be used in the Work shall be identified in the Design-Builder’s Construction Documents Specification Section.

- D. Provide field samples of finishes at Project, at location acceptable to the CPM, as required by individual Construction Documents Specifications Section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.
- E. Submit full range of manufacturers' standard colors, textures, and patterns for Design Criteria Professional's review. Submit samples for selection of finishes within 90 days after Award of Agreement. All color and finish selections must be submitted by the Design-Builder in a single submission, properly labeled and identified.

1.5 DESIGN-BUILDER REVIEW

- A. The Design-Builder shall review and approve all shop drawings and ensure that they conform to the Construction Documents and other Contract Documents, and shall correct all shop drawings found to be inaccurate or otherwise in error, prior to submittal to the CPM. The Design-Builder shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all Subcontractors. The Design-Builder, by approving and submitting shop drawings, represents that he has determined and verified the accuracy of all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the Work and the Contract Documents.
- B. Review manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- C. Coordinate submittals with requirements of Work and Contract Documents.
- D. The Design-Builder shall sign, in the proper block, each sheet of shop drawings, product data, and label each sample to certify compliance with requirements of Contract Documents. Shop drawings submitted without such stamp and signature of approval will be returned to the Design-Builder unchecked and will require a re-submission. In such event, it will be deemed that the Design-Builder has not complied with the requirements herein and shall bear the risks of delays as if no drawings or details had been submitted.
- E. Notify the CPM in writing at time of submittal, of any deviation(s) from requirements of Contract Documents.

- F. Do not order material, fabricate products or begin work that requires submittals until return of and accepted submittal.

1.6 SUBMITTAL REQUIREMENTS

- A. Transmit submittals in accordance with approved Progress Schedule and in such sequence so as to avoid delay in the work or work of other Agreements. Submit copy of shop drawings transmittal letter and requests for substitutions, if any, to the CPM.
- B. Provide space on each submittal for Design-Builder and Design Criteria Professional action stamps.
- C. Apply Design-Builder's approval stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria and coordination of information with requirements of work and Contract Documents.
- D. Coordinate submittals into logical groupings to facilitate interrelation of several items.
- E. Submit one electronic copy and six copies of blue or black line reproductions of shop drawings.
- F. Submit number of copies of product data and manufacturer's instructions Design-Builder requires, plus six (6) copies that will be retained by CPM.
- G. Submit four (4) samples unless specified otherwise in the Construction Documents.
- H. Submit Design-Builder's approved transmittal letter. Identify project by Agreement title and number. Identify work and product by Construction Documents Specifications Section and Article number.
- I. Submit sufficient number of signed & sealed copies as required by Building Code Services (BCS), should said submittal need to be submitted to BCS and/or any other entity for review/approval.

1.7 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; clearly identify changes made since previous submittal. Resubmittal shall be submitted no later than 14 calendar days after submittal is returned. Resubmittal number to reflect revision to original submittal.

1.8 DESIGN CRITERIA PROFESSIONAL AND CPM

- A. The Design Criteria Professional will review shop drawings and samples within fourteen (14) calendar days from the date of its receipt at the Design Criteria Professional's office. The Design Criteria Professional's review will be only for conformance with the design concept of the Agreement and with the information given in the DCP. The Design Criteria Professional's review of a separate item shall not constitute approval of an assembly in which the item functions.

The CPM will return the shop drawings to the Design-Builder for his use and distribution.

- B. The Design Criteria Professional's review of shop drawings or samples shall not relieve the Design-Builder of responsibility for any deviation from the requirements of the Contract Documents. Nor shall the Design Criteria Professional's review relieve the Design-Builder from responsibility for errors or omissions in the shop drawings, product data sheets or samples.

1.9 DISTRIBUTION

- A. Duplicate and distribute reproductions of shop drawings, copies of product data and samples, which bear Design Criteria Professional stamp of acceptance, to job site file, Record Documents file, Subcontractors, suppliers, other affected Contractors and other entities requiring information.

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SC – 15 Request for Information

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Request for Information (RFI) Procedures.

1.2 REQUESTS FOR INFORMATION (RFIs)

- A. General:

1. The Request for Information (RFI) procedure is used to document all questions posed by the Design-Builder to the CPM, and the related responses furnished by the responsible party.
2. All RFIs shall be submitted electronically (along with all supporting documentation, including photos, sketches, or other augmenting information) via BCAD's Prolog System. The CPM will electronically receive all RFIs submitted and redirect them, as appropriate, to the appropriate entity, who will submit their answers via Prolog.
3. The Airport Expansion Program Access Account Form to allow access to Prolog will be provided to the Design-Builder in electronic format at the preconstruction conference by the CPM.

1.3 RFIs during Construction

- A. The Design-Builder discovers an issue or has a question and initiates the process by submitting an RFI to the CPM through Prolog.
- B. RFIs are to clarify items in the Contract Documents, not for solving the Design-Builder quality problems, coordination amongst Contractors, means and methods, requests for time or changes, or coordination between the Design-Builder and its Design Consultants and Subcontractors.
- C. If the RFI is critical in nature, the resolution can be addressed via email or telephone, provided the final response is submitted by the appropriate party into the BCAD's Prolog system within seven days of submittal to the CPM. If the responding party has additional backup documentation to support their response, they will upload the files electronically into the Prolog system.

- D. The CPM will evaluate whether the response is appropriate upon receipt of the response from the responding party.

If the response is deemed appropriate by the CPM, the RFI will be closed in the Prolog system, and the RFI initiator will be notified via email, at which time the complete response is able to be reviewed, including any additional supporting documentation, if applicable. If the Contractor disputes the response to an RFI , or if the RFI response is unclear, incomplete, or needs further clarification, and the RFI has been closed by the CPM, then the Design-Builder will initiate a new RFI in Prolog by adding a ".1 " designator at the end of the RFI. The CPM will redirect it to the appropriate party to provide additional back up documentation or clarification (i.e. follow up RFI response).

- E. The CPM will review the RFI log with the Design-Builder and responding party at each Construction Progress meeting.

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SC – 16 Design-Build Schedule Requirements

PART 1 – CONSTRUCTION SCHEDULES - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Procedures for preparation and submittal of Construction Progress Schedules and periodic updating.

1.2 DEFINITIONS

- A. Definitions applicable to this Special Condition include the following:
 1. Activity - An element of the Work or task performed during the course of the Project. Each schedule activity shall be a clearly defined and manageable task depicting an expected duration, an expected cost, and expected resource requirements.
 2. Baseline Schedule - The original Work plan approved by the CPM (as it relates to this document, CPM stands for Construction Program Manager "typical") as the Project Schedule. The Baseline Schedule shall indicate a clear, continuous path between the second Notice to Proceed Date of the Project and the Final Completion Date (Contract Time), as defined in the Contract Documents.
 3. Constraint - A scheduling restriction imposed on the start or finish of an activity. Only contractual constraints are allowed.
 4. Critical Path - The Project primary Critical Path is defined as the path with the least amount of total float which constitutes the longest, continuous path of interrelated activities depicting Project work from notice to proceed (NTP) to Project completion. All reports and graphics indicating the Critical Path shall depict the longest path of interrelated activities. Unless otherwise approved by the CPM, the Baseline Schedule Critical Path shall use all allotted Contract Time.
 5. Critical Path Method - A scheduling technique utilizing activities, durations, and interrelationships/dependencies (logic) such that all activities are interrelated with logic ties from the beginning of the Project to the completion of the Project.
 6. Data Date - The data date of each schedule update shall be the Saturday at 8:00 a.m. following the last Friday of each month.

7. Float - Is the difference between the planned early finish dates and the planned late finish dates; the amount of time an activity can be delayed without affecting the Final Completion Date. Float is considered a project commodity jointly shared between the County and the Design-Builder and shall be used in the best interest of completing the Project on time.
8. Float Suppression - utilization of zero free float constraints or, "as late as possible constraints", is not permitted.
9. Fragnet - A subset group of interrelated activities representing only a portion of the CPM schedule.
10. Project Schedule - The Project Schedule may include the Preliminary Schedule, the approved Baseline Schedule (developed based on the Preliminary Schedule), and all subsequent Schedule Updates, Schedule Revisions, Recovery Schedules, and As-Built Schedule.
11. Recovery Schedule - A schedule depicting the Design-Builder's plan for recovery of time lost on the Project when the Design-Builder has caused delays to the Critical Path.
12. Schedule Revision - A schedule in which the sequence/logic for the Work is revised. A Schedule Revision is required when the current schedule no longer represents the actual or planned prosecution of the Work.
13. Schedule Update - A schedule in which only progress is updated from the prior data date to the current data date. No revisions to logic ties will be permitted in a Schedule Update.
14. Time Impact Analysis - A technique to demonstrate the comparison of the time impact for each schedule revision or proposed revision against the current approved Project Schedule.

1.3 PROCEDURES INCLUDED

- A. Procedures for preparation and submittal of schedules, updated progress schedules and periodic updating. The Design-Builder shall prepare and maintain a schedule in accordance with the requirements herein. The requirement for a schedule is included to:
 1. Assure adequate planning and execution of the Work by the Design-Builder

2. Assure coordination of the Work of the Design-Builder with other Contractors, Subcontractors, and suppliers.
 3. Assure coordination of the Work between the Design-Builder and County.
 4. Assure coordination of any adjacent Work being performed for County.
 5. Allow the Design-Builder and CPM to evaluate:
 - a. Agreement performance relative to the Schedule Milestones as referenced in the Contract Documents.
 - b. Monitor Monthly Work Progress and Progress Payments.
 - c. Proposed changes to Agreement or schedule.
- B. The Design-Builder shall participate in joint schedule review meetings, when necessary.
- C. All schedule submittals shall be in accordance with the requirements contained herein.
- D. Within ten (10) calendar days after the first Notice to Proceed, the Design-Builder shall meet with the County including CPM, PMO and BCAD Project Manager to conduct a joint review meeting to evaluate the Design-Builder's schedule, the CPM's Master Schedule and controlling items of Work to assure mutual understanding of the Work constraints.
- E. The Design-Builder shall be responsible for assuring all work sequences are logical and the schedule shows a coordinated plan for complete performance of the Work. Failure of the Design-Builder to include any element of work required for performance of the Agreement in the schedule shall not excuse the Design-Builder from completing all Work within the Contract Time.
- F. Design-Builder is responsible for monitoring the accuracy and updating the schedules as of the end of each month, or as required by the CPM, to validate current schedule. The updated schedule shall be included in the Design-Builder's Monthly Report.

1.4 GENERAL

- A. The construction of the project shall be planned, recorded and updated utilizing the Critical Path Method Scheduling. The Design-Builder shall use Oracle Primavera P6 Professional scheduling software (Version 8.2 or greater). It will be used for coordination, monitoring and payment of all Work under the Agreement including all activities of the Design-Builder, Subcontractors, vendors and suppliers.
- B. The Design-Builder's and/or Subcontractor's timely execution or performance of all construction related activities shall be in strict compliance with the approved Baseline Schedule. Means and methods of construction in accordance with the Contract Documents will remain the sole responsibility of the Design-Builder.
- C. Schedule Representative Qualifications:
 - 1. Within ten (10) calendar days after the first Notice to Proceed, the Design-Builder shall designate in writing a schedule representative in the Design-Builder's organization who shall be responsible for coordinating with the CPM during preparation and maintenance of the schedule. The Design-Builder shall submit documentation stating their scheduling representative has minimum of five years of experience in scheduling construction work of a complexity comparable to this project. Design-Builder's scheduler shall have a minimum of 5 years of experience developing, reviewing and analyzing Critical Path Method schedules, and shall possess demonstrated proficiency in Critical Path Method schedule methodology and utilization of Oracle Primavera P6 Professional scheduling software (Version 8.2 or greater).
 - 2. The Design-Builder's project superintendent, and the scheduling representative and, to the extent applicable, the personnel responsible for developing and inputting information into the Project Schedule shall attend schedule related meetings and monthly update meetings throughout the duration of the Project.
- D. Computer Produced Schedule:
 - 1. Design-Builder shall use the following "Schedule / Level Calculation Options:"
 - a. When scheduling activities apply Retained logic.

- b. Calculate start-to-start lag from early start.
 - c. Show open-ends as non-critical.
 - d. Calculate total float as smallest of Start float and Finish float.
2. The Design-Builder shall use the following "Automatic Cost / Resource Calculation Rules:"
- a. Subtract actual from Estimate of Completion (EAC).
 - b. When quantities change, use current unit prices to re-compute costs: Budget and Estimate to Complete.
 - c. Link actual to date and actual this period.
 - d. Link budget and EAC for non-progressed activities; calculate variance as Budget - EAC.

1.5 REVIEW AND REVISION PROCEDURES

- A. The Design-Builder is solely responsible for the preparation, revision and updating of the Baseline Schedule, updated Progress Schedule and all three week look-ahead schedules in the form and content prescribed herein. The timely execution or performance of all construction related activities and the duration and sequencing of those activities in accordance with the approved schedules is the Design-Builder's responsibility.
- B. The County may review the Preliminary Baseline Schedule, Baseline Schedule, Progress Updates Schedule and three week look-ahead schedule for compliance with the Agreement requirements, including but not limited to, staging, phasing and time of completion. Acceptance of these schedules does not imply the CPM's or the County's endorsement or responsibility of activity durations or sequence of activities.
- C. The Baseline Schedule may be revised from time to time as conditions require, and if approved by the County, provided that nothing herein should be construed as authorizing or approving any extension of time, or increase in the Contract Price. It is expressly understood and agreed that Contract Time extensions, or increase in the Base Amount or Agreement Price, if any, will only be granted in accordance with the applicable requirements for CPEAM or Change Orders, respectively, in accordance with the Contract Documents.

1.6 FORMAT

- A. The Design-Builder Schedules shall conform to the requirements herein.
- B. The Design-Builder's Schedule shall be cost and resource loaded, accompanied by a computer generated and plotted cash flow diagram.

The plan will be updated monthly to reflect the reporting month's actual cost and total workforce and recalculate the remaining cost and workforce requirements to the end of the Agreement unless otherwise approved by County. Design-Builder shall exercise sufficient care to produce clear, legible and accurate diagrams. Design-Builder shall exercise sufficient care to produce clear, legible and accurate diagrams. The Baseline Schedule shall group activities related to specific physical areas on the diagram for ease of understanding.

1.7 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by major Construction Documents Specification Section number.
- C. Provide activity code identity for each stage of Work.
- D. Show accumulated percentage of completion of each item, and total percentage of work completed, as of the first day of each month.
- E. Provide schedule of Shop Drawings submittals before the issuance of the Second Notice to Proceed.
- F. Provide submittal dates for shop drawings, product data, mock-ups, and samples, including County furnished products and dates reviewed submittals will be required. Show decision dates for selection of finishes.
- G. Show total monetary value for each work activity by trade. Amounts shall be consistent with the approved Schedule of Values.
- H. Coordinate content with the approved Schedule of Values.
- I. Changes in scope requiring a Change Order or CPEAM must be identified in the Schedule by an activity code approved by the CPM.

1.8 REVISIONS TO SCHEDULES

- A. Indicate schedule, quantity and monetary progress of each activity to date of submittal and projected completion date of each activity.
- B. Identify activities modified, and approved since previous submittal, and any major changes in scope, etc.
- C. Provide narrative report to define problem areas, anticipated delays and impact on schedule. Report corrective action taken or proposed, and its effect, including the effect of changes on schedules of separate Agreements, if any.
- D. Use of float suppression techniques, such as: preferential sequencing (arranging Critical Path through activities more susceptible to government caused delay), lag logic restraints, zero total or free float constraints, extended activity times, or imposing constraint dates other than as required by the Agreement, shall be cause for rejection of the Project Schedule or its updates. The use of Resource Leveling (or similar software features) used for the purpose of artificially adjusting durations to consume float and influence the Critical Path is expressly prohibited.
- E. Float available in the schedule, at any time shall not be considered for the exclusive use of either the County or the Design-Builder. During the course of Agreement execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to reserve of float. A schedule showing work completing in less time than the Contract Time, and accepted by the County, will be considered to have Project Float. Project Float will be a resource available to both the County and the Design-Builder.
- F. The Baseline Schedule and updates to the Baseline Schedule shall indicate a clear, continuous path between the second Notice to Proceed, Date of the Project and the Final Completion Date (Contract Time), as defined in the Contract Documents.

1.9 PROCEDURES

- A. Design-Builder is solely responsible for the preparation, revision and updating of the overall Project Schedule and the near term schedule.

- B. The timely execution or performance of all construction related activities and the duration and sequencing of those activities in accordance with the approved Project Schedule(s) is the Design-Builder's responsibility.
- C. Submit updated progress schedules with each partial payment certificate.
- D. Submit three (3) copies of each schedule submittal within the timeframe specified in the General Conditions. Also submit source files of the schedule submittal to CPM.
- E. Schedule and Logic drawings shall be submitted flat (11 x 17 inches) and reproducible as copies without loss of legibility.
- F. Submit two (2) copies of the Compact Disks (CD) of the schedule with each schedule submission.
- G. Electronic Format: Each of the two (2) CD shall include an Oracle Primavera P6 Professional scheduling software (Version 8.2) format backup file, as well as PDF file format of the schedule and other schedule submittal documents, including copies of all source files of each the other submittal documents. All of these files shall be copied and submitted on the CD which shall accompany all Design-Builder schedule submissions.
- H. Any revisions to the schedule, in terms of planned durations of work yet to commence and activity logic linking are clearly documented in an accompanying report to each schedule submission.

1.10 DISTRIBUTION

- A. Distribute copies of CPM approved schedules to job site file, Subcontractors, suppliers and other concerned entities.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Schedules.

PART 2 – CONSTRUCTION SCHEDULES - MANAGEMENT SYSTEM

2.1 REQUIREMENT INCLUDED

- A. Basic requirements and procedures for the Construction Scheduling Management System.

2.2 MANAGEMENT SYSTEM

- A. The Design-Builder and all Subcontractors shall participate in the Construction Scheduling Management System as provided herein.

- B. There shall be regular Scheduling Coordination meetings, which will generally be a part of the weekly construction coordination meetings. The first such Scheduling Coordination meeting shall be two weeks after the date of First Notice to Proceed and each subsequent Scheduling Coordination meeting shall be every two weeks thereafter. The CPM may schedule additional Scheduling Coordination meetings. Unless otherwise directed by the CPM, the Scheduling Coordination meetings shall be held at the job site and shall be attended by the Design-Builder and all Subcontractors. The Design-Builder, Design Consultants, and Subcontractors shall be represented at each Scheduling Coordination meeting by a person or persons authorized to make decisions and commitments regarding schedules, crew sizes, sequence(s) of events and similar scheduling matters on behalf of said Design-Builder or Subcontractor. The CPM may authorize specified Subcontractors not to attend one or more of the Scheduling Coordination meetings.
- C. The Scheduling Coordination meeting shall be a forum to establish the true state of completion of the Project, to update the status of the delivery of material and equipment items and to prepare or update the current accepted detailed Progress Schedule.
- D. In the event any Critical Path activity is at least five (5) or more calendar days behind schedule and, unless a time extension is claimed and granted in accordance with the applicable requirements of the General Conditions, the Design-Builder shall reschedule each such activity so as not to delay the Agreement completion. If such rescheduling is not accomplished within a reasonable time, the Design-Builder and the CPM shall meet to develop a program to bring each such activity back on schedule. Said program may include any or all of the following:
1. Carrying out the activity with the crew size shown on the Project Schedule, using overtime/prime time work to complete or bring current the activity, back on schedule;
 2. Increasing the crew size(s) and/or number of shifts to a level sufficient to complete or bring current the activity, back on schedule;
 3. Any combination of activities which will complete or bring current the activity, back on schedule.

- E. Unless a claim for time extension, additional compensation or for any other relief under the Agreement is processed in accordance with the provisions of applicable requirements of the General Conditions, the Design-Builder shall perform the work under the aforesaid program at no additional cost to the County.

2.3 FORMAT

- A. The Design-Builder schedules shall conform to the following:
1. Activities identified by Early Start and Early Finish date and total duration in work days (not exceeding 14 calendar days) for each activity.
 2. Beginning and end date and total duration in calendar days for each part of the Work thereof shall be established and specified for each Agreement and interface milestones.
 3. Contractual & Interface milestones as directed by the County.
 4. Identification of each Design-Builder and Subcontractor for each work activity or station.
 5. Specific location of each work activity approved by the CPM.
 6. Total monetary value, including overhead and profit for each activity.
 7. Monetary value for permanent materials for each activity.
 8. Site Labor man-hours by trade for each Subconsultant, Subcontractor and the Design-Builder for each activity.
 9. Total Site Labor dollars and all Site Labor rates for each profession and trade used in each activity.
 10. Equipment or Machinery to be used to perform the activity. Data required includes type of equipment, hours required and hourly rate for each piece of equipment and dollar value per piece of equipment for each activity.
 11. Specific phase of the Work using activity codes approved by the CPM.
 12. Specific location of each work activity.

13. Detailed schedule of all "utility shut-downs" which would impact BCAD, Transportation Security Administration (TSA), Federal Inspection services (FIS), Airlines, tenants and other building operations or functions including, but not limited to: power, telephone, telecommunication systems, Federal Administration Association (FAA) facilities, airline computers, communication systems, air conditioning systems, fire sprinklers, alarm systems, domestic and fire hydrant water systems, and sanitary sewer systems.
14. Detailed schedule of all procurement activities including Request for Bid (RFB), tabulation, selection, County approval and Agreement execution.
15. The Design-Builder shall also provide the following information: work days per week, holidays, number of hours per shift, number of shifts per day, work hours, and proposed schedule of "Utility Shut-downs". The Design-Builder shall notify the CPM if more than one shift is planned to work on the Project. The Design-Builder shall also indicate work activities that must be performed during restricted or special working hours and the work that must be performed by others to maintain the Project Schedule.
16. Schedules shall show the sequence and interdependence of all activities required for complete performance of all items of Work under this Agreement, including shop drawing submittals and approvals and fabrication and delivery activities.
17. The Baseline Schedule submitted by the Design-Builder shall be cost and resource loaded, accompanied by a computer generated and plotted cash flow diagram, Design-Builder shall exercise sufficient care to produce clear, legible and accurate diagrams. The Baseline Schedule shall group activities related to specific physical areas on the diagram for ease of understanding
18. Trade Codes shall be assigned to each activity corresponding to the trade responsible for performing the work described by the activity. Additional Trade coverage shall be added by Design-Builder or as required by the CPM and incorporated into the Design-Builder's schedule. These additional codes shall follow the general Construction Documents specification format.

19. All network restraints (restraining ties between activities which restrict the start or finish of another activity). The use of negative lags in the restrictions between activities of the Project Schedule is expressly forbidden.
20. Fabrication and delivery activities for all equipment, including that furnished by the County or Agency, and materials to be installed during the project.
21. Dates for ordering long lead items (materials, equipment, or specialty shop fabricated work).
22. Detailed schedule for all Commissioning activities as required by the Contract Documents.
23. Detailed schedule for all Testing Adjusting and Balancing activities.
24. The County reserves the right to selectively limit the number of activities in the Schedule.
25. Schedule File Name Structure: The Design-Builder's Baseline Schedule P6 files will be numbered as follows:

602-BR00-UD00.0

602- (Denotes: Work Package Number);

-i.e. 602- Terminal 4 Gate Replacement – Checked Baggage Inspection System (CBIS);

BR00- (Denotes: Current Baseline Rev#);

UP00 (Denotes: Update Number);

.0 (Denotes: Submittal Rev#).

26. Schedule Activity Identification # (ID) Number Structure and Primary Activity ID Prefix:

The Design-Builder's Baseline Schedule activity identification numbers will always start with the Work Package (WP) designator prefix and then a hyphen. This is to facilitate coordination with the CPM's Schedule and other projects.

Primary Activity ID Prefix:

602-XXXXXX

602- (Denotes: Work Package Number)

-i.e. 602- Terminal 4 Gate Replacement – Checked Baggage Inspection System (CBIS);

XXXXXX (Denotes: ID numbering);

27. Schedule Activity Identification #

(ID) Number Structure and Secondary Activity ID Prefix:

602-CM-XXXXXX

602- (Denotes: Work Package Number);

-i.e. 407- Terminal 4 Gate Replacement – Checked Baggage Inspection System (CBIS);

CM- (Denotes: Agreement Milestone);

XXXXXX (Denotes: ID numbering);

Schedule Start and Finish Milestone Activities:

-CM- Agreement Milestones

-IM- Interface Milestones

(links to other entities activities)

-SM- Schedule Milestones

(All other milestones)

Level of Effort Activities

-LOE- Level of Effort Activity

2.4 PREPARATION GUIDELINES

A. The Baseline Schedule shall represent a practical plan to complete the Work within the Contract Time.

1. A schedule extending beyond the Contract Time will not be acceptable.

2. Float available in the Schedule, at any time shall not be considered for the exclusive use of either the County or the Design-Builder. During the course of Agreement execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to reserve of float. A schedule showing work completing

in less time than the Contract Time, and accepted by the County, will be considered to have Project Float. Project Float will be a resource available to both the County and the Design-Builder.

- B. The Updated Progress Schedule shall:
1. Be in sufficient detail to assure adequate planning and execution of the Work.
 2. Be suitable, in the judgment of the CPM, to allow monitoring and evaluation of progress in the performance of the Work.
 3. Be a calendar time-scaled logic diagram with a graphical layout illustrating logic ties with an accompanied activity listing identifying detailed predecessors and successors.
 4. Include time for the CPM to review submittals or inspect the Work.
 5. Identify the activities, which constitute the controlling items of Work or Critical Path.

2.5 SCHEDULE SUBMITTALS

A. GENERAL SCHEDULE SUBMITTAL FORMAT:

1. Submit three (3) copies of each schedule submittal within the timeframe specified in the Special Conditions. Also submit source files of the schedule submittal to CPM.
2. Schedule and Logic drawings shall be submitted flat (11" x 17") and reproducible as copies without loss of legibility.
3. Submit two (2) copies of the Compact Disks (CD) of the schedule with each schedule submission.
4. Electronic Format: Each of the two (2) CD shall include an Oracle Primavera P6 Professional scheduling software (Version 8.2) format backup file, as well as PDF file format of the schedule and other schedule submittal documents, including copies of all source files of each the other submittal documents. All of these files shall be copied and submitted on the CDs disks which shall accompany all Design-Builder schedule submissions.

B. PRELIMINARY BASELINE SCHEDULE:

1. Within ten (10) calendar days of the First Notice to Proceed, Design-Builder shall submit a Preliminary Schedule detailing planned work/operations for the first 90 calendar days of the Project with sufficient detail to allow progress payments to be made from the Preliminary Schedule while the Baseline Schedule is being developed and approved, and summary level activities representing major components of work included in the Agreement for the balance of the Project performance period through to the Substantial Completion Date. All activities shown in the Preliminary Schedule shall be cost and resource loaded, including the summary level activities.
2. The Preliminary Baseline Schedule must show in detail the activities to be accomplished through the Second Notice to Proceed (NTP) as well as an overall preliminary schedule indicating a comprehensive overview of the Work including an activity line for each major element of the Work segments.
3. Within ten (10) calendar days of receipt of the Preliminary Baseline Schedule, the Design-Builder and CPM shall meet to discuss the results of CPM's schedule review. To the extent that revisions are required, the Design-Builder shall resubmit the Preliminary Baseline Schedule to the CPM for approval within five (5) calendar days of receipt of CPM's comments.
4. The Data Date for the Preliminary Baseline Schedule submittal shall be the same as the date of the First Notice to Proceed.

C. BASELINE SCHEDULE DEVELOPMENT:

1. The Design-Builder shall submit the Baseline Project Schedule within thirty (30) calendar days after the First Notice to Proceed (NTP). The Baseline Schedule shall be the Design-Builder's detailed plan for ALL Work from NTP to the Final Completion Date, as established in the Agreement. All punch list work shall be completed on, or prior to, the Final Completion Date.
2. Within ten (10) calendar days of receipt and review of the Baseline Schedule by the CPM, the Design-Builder and the CPM shall meet to discuss the results of CPM's schedule review. To the extent that revisions are required, the Design-Builder shall resubmit the

Baseline Schedule to the CPM for approval within fifteen (15) calendar days of receipt of CPM's comments.

D. THREE WEEK LOOK-AHEAD SCHEDULE:

1. Within seventy-two (72) hours of the start of either the Weekly Progress Meetings or the Schedule Coordination Meetings, the Design-Builder shall submit a PDF copy of the Three Week Look-Ahead Schedule to the CPM for review and distribution.
2. Design-Builder shall provide the hard copies of applicable sections of the current accepted Baseline Schedule at the weekly progress meetings to show the subsequent Work to be performed during the next three weeks as well as the actual from the previous week. This schedule will be a four week window, three weeks forward and one week back. Such three week Look-Ahead Schedules shall be in Oracle Primavera P6 Professional format, or as otherwise specified by the CPM, and further detailed to include coordination activities necessary to perform the Work in accordance with the Contract Documents.

E. SCHEDULE REVIEW AND APPROVAL:

1. In the event the Design-Builder fails to define any element of Work activity or logic currently designed and the CPM review does not detect this omission or error, such omission or error, when discovered by the Design-Builder or the CPM, shall be corrected by the Design-Builder.
2. Within fifteen (15) calendar days after the joint review between the Design-Builder and the CPM, Design-Builder shall revise the Baseline Schedule in accordance with Agreements reached during the joint review and submit the revised Preliminary Baseline Schedule in the same form and detail as the Preliminary Baseline Schedule Submittal.
3. The CPM will review all schedule submissions (Preliminary Baseline Schedule, Baseline Schedule, and monthly Updated Progress Schedules) and return reviewed copy within ten (10) calendar days after receipt.

4. Acceptance of the Baseline Schedule by the CPM does not relieve the Design-Builder of any of its responsibility for the accuracy or feasibility of the Schedule.

F. UPDATED PROGRESS SCHEDULES:

1. The Baseline Schedule shall be updated monthly and this monthly update shall generate a report that indicates the remaining duration and percent completion for each activity. This report shall be included in the Design-Builder's monthly report and is required as a pre-condition of approval of the Design-Builder's Request for Payment. Updated Progress Schedules shall:
 - a. Indicate progress of each activity to date of submittal and projected completion date of each activity.
 - i. Actual dates for activities started and / or completed.
 - ii. Percentage of work completed by activity.
 - iii. Estimated remaining duration for each activity in progress.
 - iv. Cost Percentage Complete.
 - b. Identify activities modified since previous submittal, major changes in scope and other activities.
 - c. Provide narrative report to define problem areas, anticipated delays and impact on schedule.
 - d. Report corrective action taken or proposed, and its effect including the effect of changes on schedules of separate Agreements, if any.

All of the above will be subject to approval by the County.

2. The data date for each Monthly Update schedules shall be the Saturday at 8:00 a.m. following the last Friday of each month.
3. Each request for payment must be accompanied by the Design-Builder's Monthly Report, which shall include an updated report of both time and costs, together with all required sorts and CD copies, based on the Updated Progress of the approved Baseline Schedule.

Requests for payment will not be processed unless properly submitted as specified.

4. The Updated Progress Schedule in the monthly report shall include the following:
 - a. Sorts and Groups: Activity listings shall be provided sorted by activity identification number and shall include the following fields:
 - i. Activity ID.
 - ii. Early start and Early finish.
 - iii. Description.
 - iv. Late start and Late finish.
 - v. Calendar #.
 - vi. Baseline start.
 - vii. Duration.
 - viii. Baseline finish.
 - ix. Codes (as required).
 - x. Total float.
 - xi. Percent Completion (Periodic Reports).
 - xii. Remaining duration (Periodic Reports).
 - xiii. Predecessor ID, Relationship Type and Lag.
 - xiv. Successor ID, Relationship Type and Lag.
 - b. A written narrative report describing the work physically completed during the progress period; percentage of work physically completed; milestone summary status; plan for the forthcoming report period; discussion of current critical paths; problem areas, current and anticipated; delaying factors and their impact; explanation of corrective actions taken or proposed; and anticipated outcome if corrective action is taken. This written narrative progress summary describing the following:
 - i. Physical progress during the report period.
 - ii. Plans for the forthcoming report period.

- iii. Potential delays and problems and their estimated effect on performance schedule and overall completion and an explanation of corrective action taken or proposed and its expected effect.
 - iv. Identity of current Critical Path items and those items of Work with less than fifteen work days of float listed by early completion.
 - v. Current Projected start and completion dates.
 - vi. Percentage progress during the last period of each major activity.
 - vii. Percentage of Change Order completion.
 - viii. Percentage of total schedule period consumed.
 - ix. Whether the project is on, ahead of or behind schedule.
 - x. Amount of remaining schedule float.
 - xi. Goals for next reporting period (such as progress on activities, or problems).
 - xii. Proposed revisions to logic and relationships of non-critical activities.
 - xiii. A financial report with cash expenditure curves and other appropriate graphics from Primavera (P6). The Design-Builder shall submit the narrative progress report to the CPM once a month as part of its Application for Payment or on established dates as scheduled by the CPM.
5. If the monthly Updated Progress Schedule is rejected, the Design-Builder shall resubmit the update for approval within seven (7) calendar days. If the resubmittal of the schedule does not occur within seven (7) calendar days, the withholding of progress payments may occur.

2.6 REVISIONS TO BASELINE SCHEDULE

- A. Updating the Schedule to reflect actual progress to date shall not be considered a revision of the Schedule.

- B. With the CPM's approval, the Design-Builder shall revise the Baseline Schedule when one or more of the following conditions occur:
 - 1. When a change or delay significantly affects any specified intermediate milestone or completion dates.
 - 2. When the Design-Builder elects to change any sequence of activities affecting the Critical Path or to significantly change the previously approved Work plan.
 - 3. When, in the opinion of the CPM, the status of the Work is such that the Baseline Schedule and supporting analysis no longer accurately represents the Work for planning and progress evaluation purposes.
 - 4. Upon issuance of additional Notices to Proceed.
 - 5. When Design-Builder receives County approval to change the Schedule.
- C. Submit any revised Baseline Schedule in the same form and detail as the Baseline Schedule submittal requirements.
- D. Changes in the Progress Updates Schedule to reflect revisions in the method of operating and scheduling of work shall be made by notifying the CPM in writing, stating reason for the proposed revision(s). Design-Builder shall submit to CPM an audit trail report that has been prepared using schedule comparison software (i.e., Claim Digger, Project Investigator, etc.).
- E. Reasonable requests for revisions from the CPM shall be implemented by the Design-Builder.
- F. Revisions to the Baseline Schedule requested by the CPM will require written response from the Design-Builder within fourteen (14) calendar days of the requested revision.

2.7 ADJUSTMENT OF TIME FOR COMPLETION

- A. Time for Completion will be adjusted only in accordance with the Contract Documents.
- B. Each Time Impact Analysis shall provide information justifying the request and stating extent of adjustment requested for each specific change or alleged delay. Each Analysis shall be on form and content acceptable to the CPM, and shall include, but not be limited to, the general information set

forth herein appropriate to the type of request (change or alleged delay) plus the following:

1. Fragnet schedule illustrating how the change, or the alleged delay, is proposed to be incorporated into the current updated Baseline Schedule.
 2. Identification of activities in current updated Baseline Schedule which are proposed to be amended due to change or alleged delay, together with engineering estimates and other appropriate data justifying proposal.
 3. Supporting documentation in the form of technical documents, correspondence, daily reports, directives or other forms of documentation relevant to the change or alleged delay.
- C. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work influenced by high or low ambient temperatures, wind, precipitation and/or saturated soil, to ensure completion of all Work within the Contract Time. Seasonal weather conditions shall be determined by an assessment of mean historical climatic conditions based upon the preceding ten (10) year records published for the locality by the U.S. Weather Bureau Service.

2.8 TIME IMPACT ANALYSIS

- A. When requesting an extension to the Contract Time, the Design-Builder shall submit to the CPM a written Time Impact Analysis illustrating the influence of each change, delay, or request on any specified intermediate milestone date and the current projected Final Completion date.
1. Each Time Impact Analysis shall include a fragnet indicating all necessary logic, duration, impacts on costs and resources, and demonstrating how the Design-Builder proposes to incorporate the change or delay into the Baseline Schedule and any additional supporting evidence and documentation required herein, and as County deems necessary.
 2. The event times used in the analysis shall be those included in the latest updated Progress Schedule or as adjusted by mutual Agreement to reflect Project status at the time the delay occurred or notification of the change was issued.

- B. Upon concurrence by the CPM of the Time Impact Analysis to any extension of time for completion of any intermediate Agreement milestone, time(s) for completion of such milestone(s) will be adjusted by Change Order or CPEAM whether or not the Contract Time is changed accordingly. The agreed upon impact to the Work shall be incorporated into the updated progress schedule at the next monthly update.
- C. Submit three copies of each Time Impact Analysis within the timeframe specified in the General Conditions. Also submit source files of the Time Impact Analysis to CPM.
- D. Time Impact Analyses related to Change Order or CPEAM Work and/or Contract Time extensions shall be incorporated into and attached to the applicable Change Order or CPEAM. Upon receipt of an approved Change Order or CPEAM modifying the Contract Time, the Design-Builder shall issue a new Baseline schedule, without status data, to serve as a modified Baseline Schedule.

2.9 RESPONSIBILITY FOR COMPLETION

- A. The Design-Builder shall furnish sufficient resources, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly updated Progress Schedule. If, in the opinion of the County, the Design-Builder, due to its own action, falls behind in meeting the Baseline Schedule as presented in the current monthly updated Progress Schedule, the Design-Builder shall take such steps as may be necessary to improve its progress, and the County may require the Design-Builder to increase the hours of work, the number of shifts, the amount of supervision, overtime, operations or the amount of construction equipment without additional cost to the County. The provisions herein shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Design-Builder so elects and gives reasonable notice to the CPM.

2.10 PARTIAL PAYMENTS

- A. Requests for partial payment must be accompanied by the updated Progress Schedule. Requests for payment will not be processed unless properly submitted as specified.

SC – 17 Design Review Procedures

PART 1 – GENERAL

1.1 SUMMARY

The purpose of the Design Review Procedure is to provide a framework and process for an organized review of design documents by stakeholders external to the design team.

All design review meetings are conducted in a formal manner. The comments from the reviewers are recorded and related actions are tracked on Design Review Comment sheets. Design Review is not intended to be the following:

- A code compliance review. This is the responsibility of the Design Consultant and the affected jurisdictions.
- A coordination of systems/documents review. This is the responsibility of the Design Consultant and the affected jurisdictions.
- A detailed technical peer review. The sole responsibility to meet all the requirements of the Design Criteria Package lay with the Design Consultant of record.

1.2 DEFINITIONS

- A. Design Consultant/Design Consultant of Record – Professional services consultant responsible for providing architectural or engineering services. The Design Consultant will be under contract with the Design Builder.
- B. Design Review Team Leader – An individual appointed to coordinate and manage all aspects of the design review activities. The Team Leader will typically be the Program Management Office (PMO) Design Manager or a senior member of the PMO. The Team Leader can be a reviewer in the Design Review process, as well.
- C. Design Review Coordinator – Appointed by the Design Review Team Leader as the single point of contact among all reviewers, stakeholders, and the Design Consultant. The Coordinator will typically be a PMO Project Manager with responsibility for recording the results of the meeting, and could be a reviewer in the Design Review process as well.
- D. Discipline Experts – Reviewers with specific expertise in civil, architectural, structural, mechanical (HVAC and plumbing) and electrical disciplines, and may also include BCAD approved consultants in special areas such as security, Baggage Handling Systems, electronics, etc.
- E. Third Party Stakeholders/Reviewers – Stakeholders/reviewers external to the Airport Expansion Program (AEP) team, but have a stake in the Project. These reviewers include: the Federal Aviation Administration (FAA),

Transportation Security Administration (TSA), Customs and Border Protection (CBP), Airlines, other airport tenants, and external agencies and stakeholders.

- F. Action Item – Question to be resolved by the Design Team Leader, Design Consultant firm, or nominated person.
- G. Review – Activity undertaken to determine the suitability, adequacy and effectiveness of an item to achieve established objectives.
- H. Final Record of Comments – The record of agreed-upon comments and Design Consultant responses that are made during the Design Review meeting(s). These comments and responses can include, but not limited to, directives to the Design Consultant; agreed upon responses to comments; or design changes that need to be incorporated and will be reviewed at the completion of the next phase of design review.

1.3 RESPONSIBILITIES

In order to assure an effective and efficient design review, the roles and responsibilities for the design review members must be clearly identified and understood.

- A. The Design Consultant is responsible to:
 - a. Produce the design documents and drawings;
 - b. Prepare the documentation required for the review;
 - c. Distribute the required documents to the Design Team Leader at least two (2) weeks before the scheduled design review meeting;
 - d. Prepare a presentation on the different aspects of the design review according to the instructions by the Design Review Team Leader;
 - e. Respond to all questions identified by the reviewers and provide additional clarifications or documents when needed; and,
 - f. Follow-up on the recommendations by the review team and execute the actions required.
 - g. Ensure that agreed upon comments are incorporated during further development of the design.

- B. The Design Team Leader is responsible to:
- a. Pre-Design Review Activities;
 - i. Ensure that the Design Review Procedure is properly followed;
 - ii. Assess the readiness of the review;
 - iii. Working with the respective Project Manager for the Project, assemble and direct a review team with expertise in civil, architectural, structural, mechanical (HVAC and plumbing), and electrical work;
 - iv. Define the objectives and expectations of the review;
 - v. Ensure that participants understand what is required of them;
 - vi. Appoint the Design Review Coordinator;
 - vii. Assist scheduling necessary meetings with the Coordinator.
 - b. Design Review Meeting Activities
 - i. Establish the review meeting (or meetings) agenda;
 - ii. Chair the Design Review meeting (or meetings);
 - iii. Moderate discussions to ensure that focus stays on the design assessment and that all present provide input;
 - iv. Ensure that actions and recommendations from earlier meetings have been satisfactorily addressed and closed, as appropriate; and,
 - v. Facilitate consensus in the Design Review Team.
 - c. Post Design Review Activities
 - i. Approve Final Record of Comments and transmit to the Design Consultant, BCAD and AEP Document Control.

- C. Design Review Coordinator is responsible to:
 - a. Pre-Design Review Meeting Activities
 - i. Schedule necessary meetings;
 - ii. Send out invitations to members at least two (2) weeks in advance to allow reviewers to prepare design comments for the meeting;
 - iii. Distribute blank Design Review Comment Sheets and all documents necessary for the design review by the assigned participants;
 - iv. Receive all Design Comments from assigned Reviewers;
 - v. Compile/distribute all Design Comments to Design Consultant for responses;
 - vi. Receive all comment responses from Design Consultant; and,
 - vii. Prepare/compile all design comments and responses for Design Review Meeting.
 - b. Design Review Meeting Activities
 - i. Distribute agenda, necessary documents, and design comment and response logs to Design Review Meeting participants;
 - ii. Ensure that all relevant issues and action items are documented;
 - iii. Ensure that all meeting recommendations/agreements are recorded;
 - iv. Prepare Final Record of Comments (and Responses) and submit to Design Review Team Leader.
- D. Discipline Experts, Design Criteria Professional, PMO Design Reviewers, BCAD, and External Stakeholders are responsible to:
 - a. Review the design documents;
 - b. Complete the appropriate checklist for respective discipline;
 - c. Document all comments on the Design Review Comment sheet;

- d. Sign and submit completed Design Review Comment sheet to the PMO Design Coordinator within allotted time; and,
- e. Participate in all Design Review meetings, if necessary.

1.4 SUBMITTALS

- A. For Each Design Review the Design Consultant shall submit fifteen (15) sets of plans and specifications in hard copy format to the team leader for distribution to the design reviewers.

PART 2 – EXECUTION

2.1 PROCEDURE

- A. General – All Design Review team members are to approach the task from the point of view that they are reviewing the documents (both drawings and specifications) in an attempt to discover discrepancies and incomplete information that would result in potential time or cost changes.
- B. Team Members
 - a. The PMO Program Director assigns the Design Review Team Leader to chair the Design Review process and ensure that adequate resources are available for the review activity.
 - b. The Design Review Team Leader, working with the respective PMO Project Manager, assembles a team of reviewers for the Design review.
- C. Timing
 - a. Design reviews will be performed at all milestone submittals.
 - b. All design reviewers must have all Design Comment sheets submitted to the PMO Design Coordinator at least seven (7) days before the Design Review Meeting.
 - c. The Design Consultant must have responses prepared to all comments to the PMO Design Coordinator at least two (2) days before the Design Review meeting. At this time, the PMO Design Coordinator will transmit the comments and responses to all invited participants to the Design Review Meeting;

- d. Design reviews generally need to be completed within a short period of time, typically three (3) weeks, due to design schedule constraints. Several meetings may be required to reach agreement on the Final Record of Comments.

D. Pre-Review Process

- a. The review is initiated by the Design Consultant, in accordance with the approved design plan defined in the Agreement and Schedule.
- b. The Design Review Team Leader verifies readiness for the Design Review, appoints the PMO Design Review Coordinator, and establishes the timetable of the Design Review process.
- c. The PMO Design Review Coordinator sets up a date for the design review meeting where the design comments, and responses, will be reviewed.
- d. The PMO Design Coordinator sends the review notification and agenda. The agenda shall state:
 - i. The date, time and venue of the meeting: the capability to accommodate remote participation shall be provided;
 - ii. The scope and objectives for the design review meeting;
 - iii. The project name and identification number;
 - iv. Participants and their functions;
 - v. The type and duration of the design review;
 - vi. The section of the project under review, if appropriate; and,
 - vii. The list of topics to be discussed, for example:
 - Objectives of the design project;
 - Description of the design features and performance characteristics of the product;
 - Design or technical progress to date and problems encountered;
 - Outstanding issues and future areas of work; and,
 - Findings by previous reviews.
- e. The Design Consultant submits the required documentation no later than two (2) weeks before the design review meeting. The data package shall include some or all of the following:
 - Design plan
 - Original requirements: System Requirements Document, relevant parts of the Project Specifications and Project Requirements Document, relevant part of the Preliminary Safety Analysis Report (when available)
 - Documented design assumptions

- Design trade-off studies and analyses
- A list of any questions from previous design reviews; if necessary
- Reliability, availability and maintainability allocations and predictions
- Planned logistics support
- Designer's proposals and alternative considerations which include drawings
- Calculations (if available)
- Information and data on similar products (if available)
- Cost estimates and trade-off rationale
- Specifications and plans
- Performance test reports, analyses and requirements
- Field failure or malfunction reports
- Quality control analyses of processes and supplies
- Inspection reports
- Life cycle targets and cost data

E. Review Process (Prior to Review Meeting)

- a. The review process begins with the receipt of documents and may include an orientation meeting.
- b. All reviewers mark their assigned drawings and specifications and enter their comments on the Design Comment sheet. The form contains columns for a drawing or specification reference number, comments, and Design Consultant response.
- c. Reviewers should evaluate their drawings and specifications from several points of view and level of detail.
- d. Reviewers submit their Design Comment sheet to the PMO Design Coordinator at least seven (7) days before the Design Review Meeting.
- e. If a stakeholder has multiple people participating in the review, the stakeholder shall identify a single point of contact with the PMO Design Coordinator, as well as coordinate their respective comments to reduce or eliminate duplicate and ambiguous comments;
- f. The PMO Design Coordinator collects all Design Comment sheets and transmits them to the Design Consultant for responses;
- g. The Design Consultant responds to all comments and returns all Design Comment sheets and supplemental information to the PMO Design Coordinator at least two (2) days before the Design Review Meeting.

- h. The PMO Design Coordinator prepares/compiles all design comments and responses and distributes copies to all invited attendees of the Design Review Meeting.
 - i. The Design Review Coordinator distributes the agenda.
- F. Review Meeting
- a. The Design Review Team Leader chairs the Design Review Meeting and moderates the discussions ensuring that the focus stays on the design assessment;
 - b. All present provide their input and try to reach consensus in the review team;
 - c. All agreed upon recommendations are documented by the PMO Design Coordinator, as well as the action items and assigned responsibilities;
 - d. It may be necessary to have more than one Design Review meeting to reach consensus on the Final Record of Comments;
- G. Post Review Process
- a. The PMO Design Coordinator prepares Final Record of Comments (and Responses) and submits to Design Review Team Leader.
 - b. The PMO Design Coordinator prepares and distributes meeting minutes for all Design Review Meetings.
- H. Follow-up/Close-out Process
- a. The Design Consultant shall respond and resolve all issues that may not have been resolved during the design review meeting but require formal tracking.
 - b. The Design Team Leader declares the design review closed.
 - c. The Design Consultant proceeds with the next phase of design.

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SC – 18 Release for Construction Procedures

PART 1 - GENERAL

1.1 SUMMARY

The purpose of the Release for Construction (RFC) Procedure is to provide a clear process for releasing RFC design documents provided by a Design-Builder. The RFC procedure is not meant to be a detail final review and all responsibility to meet the intent of the Design Criteria Package and to make all changes necessary to address comments made during the design review process remains solely with the Design-Builder.

Design review documents will be submitted at phased milestones. Following review of the final design review milestone, the Design-Builder is scheduled to submit RFC documents in accordance with Conformed Design Criteria Package (DCP) requirements. The following procedure will outline the process for releasing the RFC document submittals.

1.2 RESPONSIBILITIES

In order to assure an effective review of RFC documents, the roles and responsibilities for the following entities must be clearly identified and understood.

- A. The Design-Builder is responsible to:
- a. Prepare and transmit RFC documents to the CPM for distribution;
 - b. Ensure proper number and type of RFC submittal deliverables;
 - c. Ensure RFC documents are Signed and Sealed by the Design Consultant of Record;
 - d. Ensure all construction permits required to start construction have been obtained;
 - e. Respond and reconcile all design review comments;
 - f. Identify special conditions / qualifications associated with the RFC documents;
 - g. Attend and participate in the RFC Final Release Review meeting;
 - h. Sign RFC Document Acknowledgement Form;
 - i. Make all required copies of original stamped RFC documents.

- B. The CPM is responsible to:
 - a. Prepare documentation and transmittal(s) required for RFC submittal distribution;
 - b. Ensure proper number of electronic CDs and hard copies are provided;
 - c. Prepare and transmit to PMO current permit status log associated with RFC document submittal;
 - d. Establish, attend, and participate in the RFC Final Release Review meeting;
 - e. Prepare and sign RFC Document Acknowledgment Form; if acceptable;
 - f. Distribute the executed RFC Document Acknowledgment Form to the PMO, BCAD, Design Criteria Professional, and any necessary external stakeholders; and,
 - g. Maintain official RFC logs, reconcile with Design Consultant RFC logs and submit to the PMO on a weekly basis for review

- C. The PMO is responsible to:
 - a. Receive and review RFC submittal documents from CPM;
 - b. Verify completeness of the design review process;
 - c. Attend and participate in the RFC meeting;
 - d. Sign RFC Document Acknowledgment Form, if acceptable; and
 - e. Review RFC logs submitted by the CPM.

- D. Design Criteria Professional is responsible to:
 - a. Receive RFC document submittals from CPM;
 - b. Attend and participate in the RFC meeting;
 - c. Sign RFC Document Acknowledgment Form, if compliant; and,
 - d. Verify compliance with the Design Criteria Package.

- E. BCAD is responsible to:
 - a. Receive RFC document submittals from CPM;

- b. Sign RFC Document Acknowledgement Form; if acceptable; and,
 - c. Attend and Participate in the RFC Final meeting.
- F. The Design Consultant is responsible to:
- a. Transmit RFC documents to the CPM;
 - b. Attend and participate in the RFC Final Release Review Meeting;
 - c. Sign RFC Document Acknowledgement Form; if acceptable;
 - d. Maintain and submit all internal RFC logs and reconcile with the CPM official RFC logs.

1.3 SUBMITTALS

- A. The Design Consultant shall submit to the CPM two (2) sets of original permitted Signed and Sealed plans and specifications.

PART 2 – EXECUTION

2.1 PROCEDURE

The intent of this procedure is to perform a final review of the RFC design documents and determine if the documents are acceptable to be released for construction by the Design-Builder. This review is an acknowledgment that the design has been reviewed for constructability (Design-Builder), design review process completed (CPM/PMO), the design is compliant with the Design Criteria Package and the design drawings are properly Signed and Sealed and finalized by the Design Consultant.

The RFC process begins with the completion of the Design Review Process. To best define the RFC procedure, this section will outline the transition from the final steps of the Design Review Process to the commencement the RFC process.

Final Steps of the Design Review Process

- PMO Schedules the RFC meeting
- PMO to verify all design review comments have been responded to, and reconciled.
- Incorporation of all Comments by Design Consultant to design documents, as applicable.

Release for Construction (RFC) Process

A. Pre Meeting Activities

The PMO will schedule the RFC Final Release Review meeting shortly after the final design review meeting and after the Design Consultant has incorporated any comments, if required, into the design documents; has responded to all review comments and completed all RFC logs. Enough time should be provided for the Design Consultant to incorporate any comments from the final review meeting and for the CPM to Complete the RFC Document Acknowledgment Form and RFC logs. All design review comments must be responded to by the Design Consultant prior to the final RFC meeting. The RFC package prepared by the CPM will include:

- a. Master transmittal required for RFC submittal distribution;
- b. Proper number of electronic (CDs) and hard copies are provided;
- c. Permit status log associated with RFC document submittal;
- d. RFC Document Acknowledgment Form and RFC logs; and,
- e. Design Consultant RFC logs

B. Meeting Participants

Participants in the meeting do not have to be the same personnel who reviewed the design; however, representatives knowledgeable of the project from the following organizations must be present in order to determine whether the RFC Design Documents are ready to be released for construction:

- a. Design-Builder
- b. CPM
- c. PMO
- d. Design Consultant
- e. Design Criteria Professional
- f. County/Maintaining Agency

C. RFC Meeting

At the RFC meeting, the participants shall:

- a. Review the comment logs to ensure all comments are incorporated and reconciled;
- b. Discuss the unresolved issues from the design review process;
 1. If it is determined by consensus from representatives of the CPM, PMO, Design Criteria Professional, and the Design-Builder, that the RFC document submittal is not acceptable for construction, written direction will be given to the Design-Builder by the CPM to re-submit the RFC document submittal addressing the unresolved issues. An additional RFC Final Release Review meeting will be scheduled by the CPM to review the revised RFC document submittal.
 2. If issues exist, but are not significant enough to delay the RFC, any and all conditions or qualifications identified will be documented on the RFC Document Acknowledgment by the PMO under the "Acceptable Conditions included in this Acknowledgment" of the Form.

D. RFC Document Acknowledgment Form

A representative with signatory authority from the CPM, PMO, Design Criteria Professional Firm, and the Design-Builder will sign the Acknowledgment Form. This Acknowledgment does not relieve the Design Consultant from responsibility and liability of their design documents and compliance with all applicable local, State, and Federal laws and regulations and design criteria package.

The jurisdictional County/using agency shall then stamp/mark the design documents as "Release for Construction" or with the appropriate County - approved marking to at least three (3) sets of Design Consultant Signed and Sealed RFC design documents. These sets become the Construction Documents for the CPM, Design-Builder, and the Design Consultant, with copies provided to BCAD, PMO, and AEP Document Control.

E. Post RFC Meeting

Only the permit sets stamped by all required permitting agencies (when applicable) will be used as the Released for Construction set unless the revision does not require permitting

The CPM will review and transmit two (2) RFC sets of documents to the PMO, (1) Office set and (1) Job set along with all RFC logs

The PMO will verify completeness of the design review process, and make a recommendation to BCAD to stamp "Released for Construction" on each sheet and the first page of each technical section specification. One set of stamped documents will be transmitted to the CPM. This process will require a maximum of (5) business days

The CPM will transmit (1) Job set to the Design-Builder and the Design-Builder will make and distribute all required copies

The office set kept by the PMO will be kept as a "History set" where all superseded sheets/sections will be marked as "VOID" and kept along with the current version of the sheet

The Construction Documents Job set will be kept at the Job site by the Design-Builder and kept as required for inspections, along with the current RFC logs.

All revisions to plan sheets/Technical specifications sections will go thru the same procedure described above

F. Records

RFC/Revisions Tracking Logs

The CPM staff shall monitor the progress of Release for Construction Documents by maintaining continually updated tracking logs using an electronic spreadsheet. These Logs must be kept up to date by the CPM (Official Log) and the Design Consultant (Internal Log) reconciled when any new or revised document is issued and submitted to the PMO when updated, the spreadsheet shall contain at a minimum the information that follows for the typical submittal process.

Index of Drawings Tracking log:

- 1) **Index of Drawings:** List each plan sheet/Technical Specifications Section included in the complete set of Release for Construction plans
- 2) **Sheet Current Version:** Next to each listed sheet 2 fields should be dedicated for the date and the revision number (if applicable) for each sheet/ Technical Specification section.
- 3) **Released for Construction:** The latest "Released For Construction" Stamp date for each sheet/Technical Specification section.

4) **Work Package Area:** Where a single work package has been divided in separate “sets of plans”; identify and group together each set

5) **Revision Number:** This field intersects the index of drawings/Technical Specifications Section, next to the current sheet version information and indicates all sheets included in each revision.

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SC – 19 Schedule of Values

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Procedures for preparation and submittal of Schedule of Values.

1.2 FORMAT

- A. If not otherwise provided by the CPM, Design-Builder shall provide Schedule format for review and approval by the CPM.
- B. Follow Article 7, Compensation of the Agreement for listing component parts. Identify each line item by number and title of major Components of the Work. CPM will provide minimum requirements.

1.3 CONTENT

- A. List installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments. Round off values to nearest dollar.
- B. Coordinate listings with Progress Schedule.
- C. For items on which payments will be requested for stored products, list sub-values for cost of stored products with taxes paid, in accordance with General Conditions
- D. Submit a sub-schedule for each separate Stage or Phase of Work.
- E. The sum of values listed shall equal the Contract Price.

1.4 SUBMITTALS

- A. Submit to the CPM Preliminary Schedule of Values within fifteen (15) days after the First Notice to Proceed (NTP).
- B. Submit to the CPM finalized Schedule of Values prior to the Second NTP.
- C. Submit to the CPM three copies and one electronic copy in Excel format, of Schedule of Values.

1.5 SUBSTANTIATING DATA

When the CPM requires substantiating information, submit data justifying line item amounts in question.

1.6 ACTION

- A. No payment will be made for work performed on a lump sum item until the appropriate Schedule of Values is approved by the CPM.
- B. The equitable value of work deleted from a lump sum item shall be determined from the approved Schedule of Values.

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SC – 20 Design-Builder Quality Control

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Quality control of products and workmanship.
- B. Mix design.
- C. Manufacturer's instructions.
- D. Manufacturer's certificates and field services.
- E. Equipment operations.
- F. Mock-ups.

1.2 DESCRIPTION

- A. Design-Builder shall maintain quality control over supervision, Design Consultants, Subcontractors, suppliers, manufacturers, products, services, workmanship and site conditions, to produce work in accordance with Contract Documents.

1.3 WORKMANSHIP

- A. Comply with industry standards of the region except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Provide suitably qualified personnel to produce work of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.
- D. Provide finishes to match approved samples.

1.4 MANUFACTURER'S INSTRUCTIONS

- A. Design-Builder shall be required to comply with manufacturer's instructions in full detail, including each step in sequence.
- B. When instructions conflict with Contract Documents, submit an RFI through the CPM prior to proceeding.

1.5 MANUFACTURERS' CERTIFICATES

- A. When required, submit manufacturer's certificate, in duplicate, certifying that products meet or exceed specified requirements, executed by responsible officer.

1.6 MANUFACTURERS' FIELD SERVICES

- A. When required, have the manufacturer or supplier, as indicated, provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and applications, and to make written report of observations and recommendations to the CPM.

1.7 AUTOMATICALLY CONTROLLED EQUIPMENT

- A. Whenever equipment is required to be operated automatically under the Agreement and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48-hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the Agreement.

1.8 MOCK-UPS

- A. General: Mock-ups shall be full-size assemblies for review of construction, or for assemblies which require coordination of several sections of work which may require testing or operation prior to approval.
 - 1. Mock-ups shall not be confused with field samples. Field Samples are samples of applied finishes as examples of color or texture.
- B. Testing: Tests will be performed under provisions of SC – 21, Project Testing Laboratory Services.
- C. Assemble and erect complete, with specified attachment and anchorages devices, flashing, seals, and finishes.
- D. Mock-Ups to Remain in Place: With approval of the CPM, acceptable mockups in place may be retained in completed work.
- E. Mock-Ups to be Removed: Once approved by the CPM, where indicated or required by the CPM, remove mockups and clear area when work of that section is complete.

SC – 21 Project Testing Laboratory Services

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. County provided Project Testing Laboratory Services.
- B. County provided testing facilities for the Project Testing Laboratory's use.

1.2 REFERENCES

- A. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates and Criteria for Laboratory Evaluation.
- B. ASTM D3666 - Practice for Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials.
- C. ASTM D3740 - Practice for Evaluation of Agencies Engaged in testing and/or Inspection on Soil and Rock as used in Engineering Design and Construction.
- D. ASTM E329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction.

1.3 SELECTION AND PAYMENT

- A. County, through the CPM, will employ and pay for services of an independent testing laboratory (Project Testing Laboratory) to perform specified Quality Assurance testing.

1.4 LABORATORY REPORTS

- A. After each inspection and test the Project Testing Laboratory will forward copies of all reports directly to CPM.

1.5 LIMITS ON PROJECT TESTING LABORATORY AUTHORITY

- A. Project Testing Laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Project Testing Laboratory may not approve or accept any portion of the Work.

- C. Project Testing Laboratory may not assume any duties of the CPM, the Design-Builder or the Design Consultant.
- D. Project Testing Laboratory has no authority to stop Work.

1.6 DESIGN-BUILDER RESPONSIBILITIES

- A. Make available to Project Testing Laboratory at designated location adequate samples of materials proposed to be used that require testing, together with proposed mix designs.
- B. Cooperate with laboratory personnel and provide access to work and to manufacturer's facilities.
- C. Design-Builder shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
- D. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- E. Schedule Project Testing Laboratory through the CPM forty-eight hours prior to expected time for operations requiring inspection and testing services.
- F. Costs of all testing except for retesting due to failure, will be paid by County. Failed tests will be retested at Design-Builder's expense.
- G. Arrange with Project Testing Laboratory and pay for additional samples and tests required by Design-Builder beyond the requirements of the Construction Documents.

1.7 RETESTING

The County retains the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. Both the Design Consultant and the CPM shall have the right to reject material which, when retested, does not meet the requirements of the Contract Documents.

SC – 22 Temporary Facilities

PART 1 - GENERAL

1.1 SUMMARY

- A. Requirements for temporary facilities provided by Design-Builder and provisions for Design-Builder's use of existing facilities.

1.2 SERVICE REQUIREMENTS

- A. Service: Design-Builder shall provide temporary service compatible with servicing utility company and adequate to accommodate maximum construction and temporary conditions at all times, plus continuous operation of County's facilities. Design-Builder is responsible to make determination prior to submitting bids.

1.3 ELECTRICAL DISTRIBUTION

- A. Weatherproof distribution boxes, circuits and panels for voltages, phases and amperages determined to be necessary for provision of the Work.
- B. Provide fused switches with equipment ground; provide outlets spaced so that a 100 foot extension cord will reach all areas of the Project.
- C. Wiring, connections and protection for temporary lighting, warning and marker lights.
- D. Wiring, connections and protection for temporary and permanent equipment for environmental control, for temporary use of electrically operated equipment and for testing.

1.4 USE OF EXISTING SYSTEM

- A. Source: Existing electrical system is not available for use by the Design-Builder. Design-Builder shall arrange with the utility company and connect to public utility or provide temporary power generator.
- B. Design-Builder shall not be permitted to utilize existing telephone system.
- C. Existing sanitary facilities are not available for use by the Design-Builder unless approved by the CPM.

1.5 DESIGN-BUILDER RESPONSIBILITIES

- A. Obtain permit and pay for all permits and inspections.
- B. Pay for installation, operation, maintenance and removal of system, and restoration of existing and permanent equipment.
- D. Design-Builder shall provide security lighting during hours of low visibility.
- E. Design-Builder shall provide lighting required for maintenance and protection of airport operations.
- F. Design-Builder shall install backflow preventer valves at all points of connections for water source.
- G. Design-Builder shall be responsible for coordinating with Broward County Water and Wastewater Services (BCWWS) for utilization of water source and metering.
- H. Temporary sanitary facilities shall comply with the requirements of the State and County health standards.

1.6 COUNTY RESPONSIBILITIES

- A. County will pay costs of energy consumed for normal construction operations, Design-Builder shall take measures to conserve energy usage.
 - D. Wastes or failure to conserve energy will be cause for revocation of permit of electrical use from the Airport system.
 - E. CPM shall assign a water source for the Design-Builder's use.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall be adequate to the purpose and meeting the Florida Building Code requirements.
- B. Devices and Equipment: Standard devices, meeting UL requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contact BCAD Maintenance Department via the standard utility form and gain approval.
- B. Install initial service at time of site mobilization.
- C. Comply with requirements of the Contract Documents.
- D. Modify and extend system as work progresses.
- E. Comply with Florida Building Code.

3.2 OPERATION AND MAINTENANCE

- A. Maintain system to provide continuous service, including prompt restoration of interruptions to County's system when temporary service is connected.

3.3 REMOVAL

- A. Remove temporary material and equipment prior to final Completion.
- B. Restore existing and permanent facilities used for temporary purposes to original condition.

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SC – 23 Barriers & Enclosures

PART 1 - GENERAL

1.1 SUMMARY

- A. Requirements for temporary fencing for restricting access to the construction site, controlling access to existing facilities, for enclosures to allow control of climatic conditions for construction and for separation of construction areas from County -occupied areas in existing buildings.
- B. While barriers may be intended for safety purposes, safety is Design-Builder's basic responsibility under General Conditions. Safety is not addressed in the requirements herein.

1.2 INCLUDED REQUIREMENTS

- A. Barriers.
- B. Protected Walkways.
- C. Security Fencing.
- D. Weather Closures.
- E. Partition and Ceiling Enclosures.
- F. Maintenance.
- G. Removal.
- H. Site Restoration.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Shall be new and meet all applicable governing codes, adequate to the purpose, which will not create hazardous conditions.

2.2 FENCING MATERIALS

- A. Commercial quality chain link with three strands of barbed wire, or wood frame and plywood, painted.

2.3 ENCLOSURE MATERIALS

- A. For Weather Protection: Provide where required.
- B. For partitions and Ceilings: Framing and rigid sheet materials.

PART 3 - EXECUTION

3.1 BARRIERS AND PROTECTED WALKWAYS

- A. Provide to prevent public entry, to protect public through construction site, to provide for County's use of site, and to protect existing facilities and adjacent properties from damage.
- B. Eight (8) foot high fence enclosing Project site and individual construction areas or other locations as determined by the CPM.
- C. Provide installation, maintenance and removal of temporary enclosures.
- D. Provide restoration to existing conditions, or to specified conditions where indicated.

3.2 WEATHER CLOSURES

- A. Provide temporary roofing and weather-tight, insulated closures of openings in exterior surfaces to maintain specified working conditions to protect products and finished work from inclement weather.
- B. Provide where temporary wind abatement system for protection from hurricane-force winds and wind-blown debris at wall openings prior to installation of passenger boarding bridges, and at other locations indicated.

3.3 PARTITIONS AND CEILING ENCLOSURES

- A. Provide temporary enclosures to separate work areas from areas occupied by County, to prevent penetration of dust, moisture and noise into occupied areas.
- B. Construct with closed joints; seal joints, edges and intersections with other surfaces to prevent penetrations of dust and moisture.
 - 1. For partition enclosures, provide 2 x 4 wood framing, 5/8 inch gypsum wallboard each side, and 3-1/2 inch thick batt insulation.

2. For ceiling enclosures, provide 2 x 4 wood framing, 5/8 inch gypsum wallboard each side, or on underside only where top face is inaccessible, and 6 inch thick batt insulation.
3. Acoustic Properties: STC rating 38, in accordance with ASTM E90.
4. Flame Spread Properties: Class A flame spread rating in accordance with ASTM E84.
5. Thermal Properties: Insulation rating of R-11 with 3-1/2 inch batt insulation; R-19 with 6 inch batt insulation.

C. Paint surfaces exposed to view in County -occupied areas.

3.4 MAINTENANCE

- A. Maintain during progress of work. Repaint painted surfaces annually or more often as directed by the CPM.
- B. Relocate and extend during successive stages of construction.

3.5 REMOVAL

- A. Remove temporary materials, equipment and construction at Final Acceptance; or when building is closed in, as applicable.
- B. Repair damage caused by installation or use of barricades and enclosures. Remove fence post setting to depth of 2 feet below grade.

3.6 SITE RESTORATION

- A. Restore site and existing facilities used during construction to original condition or to condition specified.

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SC – 24 Cutting & Patching

PART 1 - GENERAL

1.1 Description

- A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other Work, subsequent fitting, and patching required to restore surfaces to original condition.
- B. Proceed with cutting and patching at earliest feasible time and complete Work without delay except when work will impact Airport operations. Written approval by the CPM shall be obtained at least 72 hours before impacting Airport operations.
- C. Execute cutting, fitting, and patching, including attendant excavation and backfill, required to perform Work and to:
 - 1. Make several parts fit together properly.
 - 2. Uncover portions of Work to make provisions for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed Work as required for testing.
 - 6. Make routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 7. Uncover Work to allow for CPM's observation of covered Work, which has been covered prior to required observation of CPM.
- D. Cutting and patching performed during manufacture of products, or during initial fabrication, erection or installation processes is not considered to be cutting and patching. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching.
- E. Do not cut and patch the following categories of Work, without CPM's written acceptance of procedures:
 - 1. Structural steel.
 - 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of Work.
 - 3. Structural concrete.
 - 4. Foundation construction.
 - 5. Bearing and retaining walls.
 - 6. Structural decking.
 - 7. Exterior wall construction.

8. Piping, ductwork, vessels, and equipment.
 9. Water, moisture, vapor, air, and smoke barriers, membranes, and flashing.
 10. Noise and vibration control elements and systems.
 11. Control, communication, conveying, and electrical wiring systems.
 12. Primary operational systems and equipment.
- F. For new Work, retain original installer or fabricator, or another recognized experienced and specialized firm to perform cutting and patching.

1.2 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching:
1. Where prior acceptance of cutting and patching is required, submit proposed procedures for Work well in advance of time Work will be performed.
 2. Including the following information, as applicable, in submittal:
 - a. Describe nature of Work and how it is to be performed, indicating why cutting and patching cannot be avoided.
 - b. Describe anticipated results of Work in terms of change to existing Work, including structural operational and visual changes as well as significant elements.
 - c. List products to be used and firms that will perform Work.
 - d. Dates when Work is expected to be performed.
 - e. List utilities that will be disturbed or otherwise be affected by Work, including utilities that will be relocated and utilities that will be out-of-service temporarily.
 - f. Indicate how long utility service will be disrupted.
- B. Review of procedural proposal by CPM does not waive CPM's right to later require complete removal and replacement of Work found to be cut and patched in unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to fullest extent possible with regard to visual effect.
- B. Use materials for cutting and patching that will result in equal-or-better performance characteristics.
- C. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before cutting, examine surfaces and conditions under which Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with Work.
- B. Before start of cutting Work, meet at Work Site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between various trades. Coordinate layout of Work and resolve potential conflict before proceeding with Work.

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Protect other Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of project that may be exposed during or after cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take precautions not to cut existing pipe, conduit, or duct serving building but schedule to be relocated until provisions have been made to bypass them.

3.3 CUTTING

- A. Cut Work using methods that is least likely to damage work to be retained or adjoining Work.
- B. Use small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using cutting that will ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- C. Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After bypass and cutting, cap, valve, or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
- D. Do not cut and patch operational elements or safety related components in a manner that would result in reduction of capacity to perform in manner intended, including energy performance or that would result in increased maintenance, decreased operational life or decreased safety.
- E. Do not cut and patch Work in a manner that would result in substantial visual evidence of cut and patch Work. Remove and replace Work judged by the CPM to be cut and patched in a visually unsatisfactory manner.

3.4 PATCHING

- A. Patch with seams, which are durable and as invisible as possible. Comply with specified tolerances for Work.
- B. Where feasible, inspect and test patched areas to demonstrate integrity of Work.
- C. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining Work in a manner which will eliminate evidence of patching and refinishing.
- D. Install new products to complete Work in accordance with requirements of Contract Documents.

3.5 ADJUSTING

- A. Restore damaged pipe covering to original conditions.
- B. Remove and replace Work cut and patched in visually unsatisfactory manner.

3.6 CLEANING

Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finished is applied.

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SC – 25 Protection of Property and Work

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Protection of products, including County -provided products, after installation.
- B. Protection of existing property.

2.1 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- B. Provide protective coverings at walls, projections, corners and jambs, sills and soffits of openings in and adjacent to traffic areas.
- C. Cover walls and floors of elevator cabs and jambs of cab doors with 3/4 inch plywood, when elevators are used by construction personnel.
- D. Protect finished floors and stairs from dirt, wear and damage:
 - 1. Secure heavy sheet goods or similar protective materials in place, in areas subject to foot traffic.
 - 2. Lay rigid materials in place, in areas subject to movement of heavy objects.
 - 3. Lay rigid materials in place, in areas where storage of products will occur.
- E. Protect waterproofed and roofed surfaces:
 - 1. Restrict use of surfaces from traffic of any kind and from storage of products.
 - 2. When an activity is mandatory, obtain recommendations for protection of surfaces from the installer or manufacturer, as indicated. If not indicated obtain recommendations from the manufacturer. Install protection and remove upon completion of activity. Restrict use of adjacent unprotected areas.

2.2 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- A. The Design-Builder shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the CPM has witnessed or otherwise referenced their location and shall not move them until directed.
- B. The Design-Builder shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the work is completed and accepted.
- C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Design-Builder, the Design-Builder shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner, at no additional cost to the County.

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SC – 26 Design-Builder Access & Parking

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Design-Builder's Access.
- B. Design-Builder's Employees Parking.

1.2 DESIGN-BUILDER'S ACCESS

- A. Access to and egress from the Site will be gained only via routes and through gates and doorways designated by the CPM. Design-Builder shall coordinate with CPM to determine periods of time requiring access through these entry points. Equipment weight and height limits will be strictly enforced.

1.3 DESIGN-BUILDER'S EMPLOYEES' PARKING

- A. Automobiles of all construction workers on the project shall be parked in an area designated for this purpose by County, which shall be located on Fort Lauderdale-Hollywood International Airport (FLL) property. The employee parking area will be subject to change throughout the duration of the Project as directed by County and/or the CPM. No construction workers' vehicles will be allowed on the construction site. The Design-Builder shall furnish transportation for construction workers from the designated parking area to the construction site.
- B. Maintain areas free of debris and rubbish. Maintain site in a clean and orderly condition.
- B. If the Design-Builder fails to maintain levels of cleanliness satisfactory to the CPM, then the County shall have the right to cause such areas to be cleaned by others. The costs to the County for such cleaning, plus 25% for administration, shall be the obligation of the Design-Builder and shall be deducted from any money due the Design-Builder hereunder.

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SC – 27 Handling of Hazardous Materials Spillage during Construction

PART 1 - GENERAL

1.1 SCOPE

- A. The procedures herein are to be followed in handling material contaminated with petroleum fuel products (hydrocarbons including petroleum, petroleum derivatives, hydraulics, fluids and like products) caused by incidental spillage (including leaks) from the Design-Builder's equipment.
1. Incidental spillage shall mean spillage of a quantity not greater than 25 gallons per incident, of vehicular or mechanical equipment fuel products, onto open ground and absorbed or not absorbed by the soils.
 2. Spillage or leakage of petroleum fuel products in quantities in excess of 25 gallons shall be immediately remediated by the Design-Builder using procedures as directed by the County's Environmental Engineering. Whenever such spillage or leakage occur, the Design-Builder shall immediately notify the CPM and the County's Environmental Engineering Division and shall employ the appropriate corrective actions as directed.
- B. The provisions herein are limited to incidental petroleum fuel spillage on ground surfaces and it excludes fuel spillage onto surface waters.

1.2 APPLICABLE CODES

- A. Broward County Code of Ordinances, 27-193, provides

It shall be unlawful for any person to discharge any substance in such quantities as may cause the receiving waters to be of quality less stringent than the water quality standards set forth in [Section 27-195](#), or less stringent than allowed by the effluent standards as established in Sections [27-196](#), or to cause pollution of water or a nuisance as defined in [Section 27-4](#).

- B. Leaks and spillages may occur when using mechanical equipment. Equipment generated or lubricated with petroleum products, are prone to leaks or spillages, therefore proper management of "spillage incidents" is essential.

PART 2 - PRODUCTS

2.1 ABSORBENT MATERIALS

Equip crews or machinery with the most efficient type of petroleum absorbent materials. These materials are available at petroleum equipment suppliers and must be readily accessible so that spillages can be contained and prevented from becoming greater incidents.

Fiber material, sand or cat litter may be used as an absorbent material. Sufficient quantity of absorbent material capable of absorbing up to 25 gallons of petroleum fuel products shall be stocked at the job site at all times.

PART 3 - EXECUTION

3.1 PROCEDURES

- A. Personnel handling waste materials must have a minimum of 40 hours training as defined in 29 CFR 1910.120 and in accordance with certified OSHA course.
- B. The following steps must be adhered to when handling spillages. They also serve as a guide in preventing a minor incident from turning into a major event.
- C. Perform work as required herein. No payment will be made to the Design-Builder for the cost of handling and disposing of leaks, spillages and materials contaminated by such leaks or spillages.
- D. The steps outlined below are minimum requirements and are merely guidance. They do not constitute a complete compliance procedure.

1. STEP 1

- a. If a fuel contamination to open ground has been discovered, check for the origin of that leak or spillage.
- b. Then stop the spillage or leak or positively contain it and then use absorbents to collect the discharged liquid.
- c. Immediately notify BCAD.

2. STEP 2

- a. Sand may be used to absorb ground surface spills.
- b. Absorbent materials may be used to absorb ground spills and surface water spills.
- c. Once absorption of spilled fuels is complete, the impacted (contaminated) absorbent materials shall be stored in 55 gallon steel drums (100-150 lbs).
- d. If leaked or spilled fuel has been absorbed into the soils, excavate and containerize the impacted (contaminated) soils. Soils may be stored in 55-gallon steel drums.

3. STEP 3

- a. The contaminated materials must be collected, containerized and otherwise properly stored and labeled prior to transport to a pre-approved storage, disposal or treatment facility.
- b. All drums used to store impacted (contaminated) absorbent material and/or contaminated soils shall be properly sealed and labeled with the following information:

Name of company (Design-Builder):

Agreement or Project No.:

Location of origin:

Type of contents:

Type of contaminant:

Quantity: (e.g. 1 of 1)

Date:

Containerized by:

Labeled by:

- c. The procedure for the proper handling and disposal of contaminated soils and absorbent materials is readily available through the Florida Department of Transportation (FDOT) and the Broward County Division of Environmental Protection & Growth Management.

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SC – 28 Construction Cleaning

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. On-going cleaning and disposal of waste materials, debris and rubbish during construction.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Provide covered containers for deposit of waste materials, debris and rubbish.
- B. Provide covered containers for deposit of materials for recycling.

PART 3 - EXECUTION

3.1 CLEANING

- A. Maintain areas under Design-Builder's control (including employee parking and Design-Builder staging areas) free of waste materials, scraps, surplus material, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums attics, crawl spaces and other closed or remote spaces, prior to closing the space.
- C. Clean interior areas daily to provide suitable conditions for Work and to prevent fire or accidents. Where areas are County -occupied, clean interior areas daily to provide suitable conditions for operations.
- D. Use power brooms to clean paved areas daily and immediately prior to opening any paved area to aircraft or vehicular traffic.
- E. All combustible waste materials shall be removed from buildings at the end of each working day.
- F. Broom clean interior areas prior to start of surface finishing and continue cleaning on a daily basis.
- G. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.

3.2 DISPOSAL

- A. Remove waste materials, debris and rubbish from site regularly and legally dispose of off-site in an authorized disposal area.

3.3 DESIGN-BUILDER'S FAILURE TO CLEAN

- A. If the Design-Builder fails to maintain levels of cleanliness in work areas, satisfactory to the CPM, then the County shall have the right to cause such areas to be cleaned by others. The costs to the County for such cleaning, plus 25% for administration, shall be the obligation of the Design-Builder and shall be deducted from any money due the Design-Builder hereunder.

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SC – 29 Maintenance of Airport Operations during Construction

PART 1 - GENERAL

1.1 SUMMARY

- A. Basic requirements for the Airport Operations for Design-Builder's Work and operations within the Security Identification Display Area (SIDA).

1.2 DESCRIPTION

- A. The work to be performed herein shall consist of all work and all measures to be employed to maintain the efficient and orderly movement of Airport Operations in the area of construction as indicated on the Plans and as described herein.

1.3 GENERAL

- A. The Design-Builder shall provide, install, and maintain the temporary traffic control devices, furnish flaggers, and perform all Work required to conform to the provisions herein.
- B. The Construction Documents shall show the location of signs, lights, markings, delineators, special lighting, guardrails, barricades, temporary pavements, flagger stations, and other temporary devices and work required to control traffic at each work area.
- C. Before commencing work in any area, the Design-Builder shall install the temporary traffic control devices at the Work site, and shall obtain the approval of the Airport Operations, through the CPM, before commencing any work that affects, in any way, the existing traffic flow.
- D. The revised traffic movement shall be observed and the layout altered as necessary to achieve the efficient and orderly flow of traffic through the proposed construction area. Only after the layout has been so tested and approved by Airport Operations will the Design-Builder be permitted to commence construction work in the area.

PART 2 - PRODUCTS

2.1 Traffic Control Devices, Warning Devices and Barriers:

- A. Traffic control devices, warning devices and barriers shall be as shown on the Construction Documents, and meeting the applicable requirements of the current edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the FHWA Manual or Uniform Traffic Control Devices (MUTCD); subject to the CPM's approval.

PART 3 - EXECUTION

3.1 Maintenance of Temporary Traffic Control Devices, Pavements, and Facilities:

- A. The Design-Builder shall maintain all traffic control devices in working order. The Design-Builder shall also maintain all pavements and floor surfaces constructed or utilized for temporary traffic movement, and shall maintain all other traffic service facilities such as guardrail, area lighting, etc., necessary for the efficient and orderly movement of traffic within the construction area.
- B. In the event of the Design-Builder's failure to properly maintain any of these devices, pavements or facilities, the County may cause such maintenance, as it deems necessary, to be performed by its own or another Design-Builder's forces and the costs of such maintenance shall be deducted from monies due the Design-Builder for work performed under this Agreement.

3.2 Interference with Airport Operations

- A. The Design-Builder shall conduct his work so as to cause no unnecessary interference with Airport operations and it shall comply with all requirements governing its employee parking, areas prohibited to his operation, and access routes to authorized work areas.
- B. The Design-Builder shall not permit its workers and equipment to interfere with the movement of Airport traffic in those areas adjacent to its work areas. The Design-Builder shall not obstruct sight lines, create obstructions to lighting nor create hazards or nuisance by allowing spills or wind transported materials to accumulate in traffic areas.
- C. The Design-Builder shall maintain at the work site an approved powered rotary broom sweeper. The Design-Builder shall promptly remove any spills or wind-transported debris occurring on traveled roadways, or designated pathways.

3.3 Final Cleanup

- A. After work in any work area has been completed and before moving to a new work construction area, the Design-Builder shall remove all temporary traffic control devices, temporary pavements and other temporary work and devices installed for traffic control. The Design-Builder shall restore the site to its original condition or to the revised condition shown on the Construction Documents.

3.4 Operational Emergencies

- A. During periods of unusually heavy traffic movement or other traffic emergencies, the County may direct the Design-Builder to relinquish areas under construction and to restore the construction area to serve Airport Operations.

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SC – 30 Material & Equipment Storage

PART 1 - GENERAL

1.1 SUMMARY

- A. Basic requirements governing material and equipment, transportation, handling, storage, and protection.

1.2 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions: Procedures for consideration of substitutions.
- G. Product Demonstrations

1.3 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage. Deliver materials to job site in manufacturer's original unopened containers clearly labeled with manufacturer's name, brand designation and reference specification.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage. Handle products in such a manner as to prevent breakage of containers and damage of any kind.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged. Damage sustained by products in transit to job site shall be repaired to the satisfaction of the CPM. If damage sustained while transporting products to job site is non-repairable, the products shall be replaced with new ones at no cost to County.

1.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Exposed metal surfaces, not provided with manufacturer specific storage instructions, shall be protected with light oil or silicone coating to prevent rust while in storage. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.5 ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weather tight enclosures.
- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

1.6 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling, staining, and corrosion.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.

- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials or liquids.

1.7 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections, make available to CPM on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that stored products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

1.8 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a record document.

1.9 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Product Options and Substitutions shall be in accordance with the requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Construction Documents and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity shall be the same and shall be inter-changeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

SC – 31 Contract Close-out Procedures

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Administrative provisions for Substantial Completion and for Final Completion.

1.2 SUBSTANTIAL COMPLETION

- A. See General Conditions
- B. Commissioning must be complete, prior to Substantial Completion.

1.3 COMMISSIONING COMPLETION

- A. Commissioning Completion is when all testing, adjusting, balancing, and commissioning responsibilities of the Design-Builder are completed. This includes for all systems, but is not limited to:
 - 1. Start-up and pre-functional checklist documentation completed and signed.
 - 2. Final approved Testing Adjusting and Balancing report submitted to CPM.
 - 3. Completion of all functional testing, except as noted above.
 - 4. Required training of County personnel completed and approved, except as noted above.
 - 5. Approved Operations & Maintenance (O&M) manuals submitted to CPM.
 - 6. All identified deficiencies have been corrected or are approved by the County.
- B. The CPM will determine when commissioning, as described above and elsewhere in these Special Conditions, is complete and so advise the County.

1.4 FINAL COMPLETION

- A. Refer to General Conditions.

1.5 REINSPECTION FEES

- A. Should the Work require re-inspection by County, and its' Consultants, the Project Testing Laboratory and/or Authorities Having Jurisdiction due to failure of Work to comply with Design-Builder's request for inspection, the County will deduct the amount for re-inspection services from final payment to Design-Builder.

1.6 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities:
 - 1. Certificate of Occupancy at Substantial Completion.
 - 2. Certificates of Final Inspection required for Fire Suppression, Plumbing, Mechanical/ HVAC, and electrical systems are required at Substantial Completion.
- B. Project Record Documents: See SC – 33, Project Record Documents.
- C. Warranties and Guarantees: See SC – 34, Warranties & Guaranties.
- D. O&M Manuals: See SC – 33, Project Record Documents.
- E. Itemized List for Spare Parts and Extra Stock, Keys and Keying Schedule: In accordance with the Construction Documents for finish hardware by Substantial Completion.
- F. Evidence of Payment and Release of Liens / Claims: In accordance with the Contract Documents and Subcontractor's Affidavit(s) of Satisfaction and/or Consent of Surety to Final Payment.

1.7 STATEMENT OF ADJUSTMENT OF ACCOUNTS - CERTIFICATE OF FINAL COMPLETION

- A. County will prepare Final Payment Certificate reflecting adjustment to the Contract Price indicating:
 - 1. Original Contract Price.
 - 2. Change Orders.
 - 3. CPEAMs [Charges against Allowance Accounts.]
 - 4. Deductions for uncorrected or deficient work.

5. Deductions for liquidated damages.
6. Additions for compensable excusable delays.
7. Deductions for re-inspection fees.
8. Other adjustments to the Contract Price.
9. Contract Price as adjusted.

- B. The County will issue a final Change Order, if required, reflecting approved adjustments to the Contract Price not previously made by Change Orders.

1.8 APPLICATION FOR FINAL PAYMENT CERTIFICATE

- A. Submit application for final Payment Certificate in accordance with provisions of Contract Documents.
- B. Final Payment will not be made until the Agreement Closeout Procedures have been completed and executed as specified above.

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SC – 32 Final Cleaning

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. Final cleaning of work including Project site and facility, prior to County occupancy of all, or phased portions as indicated, of the Project.

1.2 DESCRIPTION

- A. Execute cleaning prior to inspection for Beneficial Occupancy or Substantial Completion, or for each designated portion of the Work, to be inspected for Substantial Completion.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only material and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 CLEANING

- A. Upon completion of the Work and before acceptance and final payment is made, remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, etc. Repair or replace, in an acceptable manner, private or public property which may have been damaged or destroyed due to the Design-Builder's operations, except when such property is required to be altered or demolished under the Agreement, and leave the Site in a clean and orderly condition. Material cleared from the Site and deposited on adjacent property will not be considered as having been disposed of satisfactorily.
- B. All areas within and contiguous to the work under the Agreement, including all exterior and interior surfaces and items where work has been performed, as well as all areas having been used for ingress and egress of materials and personnel or storage of materials, shall be turned over to the County in a neat and "polished" home-clean condition. "Broom-clean", as used in the construction industry, will not suffice.

- C. All roof areas where work is performed shall be cleaned of all debris and excess materials. Particular attention shall be given to gutters, downspouts, leader heads, and scuppers to assure there is no blockage of any kind. Roof areas shall be inspected to ensure that no damage to roof membranes has occurred. Any damage so discovered caused by the Design-Builder's operations shall be repaired by a licensed roofer at no additional cost to the County.
- D. All wall areas shall be free from extraneous paint, splatter or spillage of roofing materials, adhesion of asphaltic paving materials or any other defacement. Walls so defaced shall be cleaned and/or painted in an approved manner at no additional cost to the County.
- E. All concrete walks, aprons, etc., including adjacent pavement shall be cleaned and free from building materials, containers, dust, dirt, sand, chips of roofing gravel, roofing materials, and all other incidental debris. Areas shall be well swept and, if directed by the CPM, shall be hosed down with clean water.
- F. All barricades, fences, construction offices, etc., field testing laboratories and all Design-Builder's tools, equipment, etc., shall be removed from the Airport property. Coordinate with BCAD and/or CPM.
- G. All glass shall be thoroughly cleaned on both sides.
- H. The paint line for glass in painted surroundings, whether wood, metal, putty or other glazing compounds, shall be neat, clean and straight.
- I. Vacuum all carpets; and polish and wax all resilient flooring.
- J. Power-scrub and detergent clean all ceramic tile floors. Wash all ceramic tile walls with detergent and clean all wall surfaces. All plastic laminate and hardware surfaces shall be cleaned and polished.

SC – 33 Project Record Documents

PART 1 – GENERAL

1.1 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Follow requirements of project General Conditions for Construction Documents at the Site.
- B. Store As-Built Documents and samples in the Design-Builder's field office apart from documents used for construction. Provide files, racks and secure storage for Record Documents and Samples.
- C. Label and file As-Built Documents and samples in accordance with number listings in Construction Documents. Label each document 'PROJECT RECORD' in neat, large printed letters.
- D. Maintain As-Built Documents in clean, dry and legible conditions. Do not use Record Documents for construction purposes.
- E. Keep As-Built Documents and Samples available for inspection by County and CPM.

1.2 AS-BUILT INFORMATION

- A. Record information on a set of blue line opaque RFC Construction Documents plans and in a copy of Project Specifications.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- D. RFC Construction Documents and approved Shop Drawings: Legibly mark each item to record actual construction, including:
 - 1. Measured depths of elements of foundation in relation to finish grade or first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 4. Field changes of dimensions and details.

5. Changes made by Addenda, Change Order(s) (if any) and CPEAM(s) (if any).
 6. Details not on original Contract Drawings.
 7. References to related Shop Drawings and Modifications.
- E. RFC Construction Documents Specifications: Legibly mark each item to record actual construction, including changes made by Addenda and Change Order.
- F. Other Documents: Maintain manufacturer's certification, inspection certifications, field test records, and other field records required by the Construction Documents.
- G. BCAD Maintenance Data Sheets: Complete the database sheets forms available from BCAD, for the equipment installed under the Agreement. Completed, typed forms shall be included in the appropriate O & M Manuals.

1.3 OPERATIONS & MAINTENANCE (O&M) MANUALS

O&M Manuals to be furnished by the Design-Builder as part of the requirements of the Contract Documents shall detail all of the equipment or systems that are part of the Work, and include the following information:

- A. Operational Instructions
1. Table of Contents.
 2. Sequence of equipment/ systems operation.
 3. Manufacturer's operation instructions for components.
 4. Instructions for calibration and/or adjustments.
- B. Maintenance Instructions
1. Table of Contents.
 2. Prints of shop drawings, working drawings, and/or erection drawings.
 3. Preventive maintenance instructions, including manufacturer's instruction for each component of equipment, as appropriate.
 4. Trouble shooting guide.
 5. List of special tools and/or support equipment required, including use instructions.
 6. Manufacturer's authorized local service representative's name, address. And telephone number.
- C. Parts

1. Table of Contents.
 2. Supplier's name, address, and telephone number
 3. Complete illustrated parts list for each component.
 4. Assembly and disassembly in instructions.
 5. Copies of all Warranties and Guaranties from the manufacturer made out in the name of Broward County Aviation Department.
 6. Copies of all approved shop drawings, data, specifications, and catalog cuts submitted under the requirements of the Special Conditions.
 7. Manufacturer's recommended list of spare parts complete with the manufacturer's name, address, telephone number, part number, number of parts to be kept on hand, and the name, address, telephone number of the authorized local distributor.
- D. The submittal of O&M Manuals shall be made in accordance with the requirements of the Special Conditions. The final and approved version of the O&M Manuals shall be submitted by the Design-Builder prior to Substantial Completion and/or of the Work, or portion thereof.
- E. Once approved, the O&M Manuals shall be submitted to the CPM in the quantity required for distribution. The approved Manuals shall be bound in a hard cover three-ring binder. The cover shall include the following information:

Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
Airport Expansion Program
Contract Name
Contract Number
AIP Number (if any)
Full Description of the Manual Contents

1.4 SUBMITTALS

- A. Prior to Final Substantial Completion, deliver to the CPM As-Built documents and samples.
- B. Transmit with cover letter in duplicate, listing:
1. Date.
 2. Project Title and Number.
 3. Design-Builder's name, address and telephone number.
 4. Number and Title of each Record Document.

- C. Include the following:
1. One electronic copy in PDF format, and two black or blue line copies of all approved shop drawings.
 2. Copy of approved shop drawing log. Provide one electronic copy in PDF format, and two hard copies.
 3. Copy of the CPM review log attesting to its review of the As-Built Documents. Provide one electronic copy in PDF format, and two hard copies.
- D. Submittal of As-Built drawings/specifications shall be after resolution of the punch list items. One original marked up set and one complete scanned copy of each shall be provided.

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SC – 34 Warranties & Guarantees

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Preparation and submittal of warranties and guarantees.
- B. Schedule of submittals.

1.2 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three-ring side binders, with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title 'WARRANTIES AND GUARANTEES', with Agreement No. and Project Title; name, address and telephone number of Design-Builder.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Construction Documents, with each item identified with the number and title of the specification section in which specified and the name of the product or work item. Additionally, provide the following information;
 - Product name or work item description.
 - Firm and/or manufacturer with name of principal and/or responsible party, address, email, and telephone number.
 - Scope of work and/or products covered.
 - Date of the official beginning of each warranty, bond, and/or service Agreement.
 - Duration of each warranty, bond and service Agreement.
 - Relevant information for BCAD personnel (contact information, service numbers, reference numbers, etc...).
- D. Separate each warranty or guaranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheet as necessary. List Subcontractor, supplier and manufacturer, with name, address and telephone number of responsible principal.
- E. Include a PDF copy of the applicable warranty/guaranty in O & M manuals.

1.3 WARRANTY PERIOD AND PREPARATION OF SUBMITTALS

- A. Obtain warranties and guarantees, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 30 days after completion of the applicable item of work. Date of beginning of time of warranty will be the date of Substantial Completion of the entire project.
- B. Equipment warranty period: Manufacturer's standard warranty, minimum one year from above date of beginning of warranty, except as stated elsewhere.
- C. Full service period: Design-Builder shall provide for full service and maintenance for a period of one (1) year for the equipment/systems following, and in addition to, the warranty period stipulated in Article 11.1 of the Agreement. If, within this period, any equipment proves defective, it shall be repaired or replaced at no additional cost to County.
 - 1. The service and maintenance shall include monthly inspections and adjustments, based on a County approved monthly service schedule.
 - 2. Each service and maintenance trip to the Project shall be coordinated and reported to BCAD Maintenance and have a separate written report so an accurate log can be kept on the operation and problems of the installation.
 - 3. Monthly service schedule, showing tasks and service timetable, shall be submitted to BCAD Maintenance, for review and approval prior to Substantial Completion.
 - 4. Coordination with BCAD and distribution of monthly maintenance/service reports to BCAD Maintenance and the CPM shall be the responsibility of the Design-Builder.
- D. Co-execute submittals when required.
- E. Retain warranties and guarantees until time specified for submittal.

1.4 TIME OF SUBMITTALS

For items of work when acceptance is delayed beyond date of Substantial Completion, submit within 30 days after acceptance, listing the date of acceptance as the beginning of the warranty or guaranty period.

SC – 35 Project Close-out

PART 1: GENERAL

1.1 PRELIMINARY PROCEDURES

- A. Before requesting inspection for certification of Substantial Completion, complete the following:
1. All air conditioning, ventilation, security systems, fire alarms, fire sprinklers and other life safety systems and building systems must be completed, tested, approved and demonstrated.
 2. Air Conditioning systems must be completed, tested, approved and demonstrated and test and balance reports submitted and approved by the Design Consultant, CPM and County.
 3. Generators, fuel pump control systems and any other related equipment must be completed, fully operational, tested, approved and demonstrated.
 4. Any building components that may need to be removed during maintenance, whose removal method is not easily discernible, must be completed and demonstrated.
 5. Master and grand master keys must be delivered in sealed containers to the County via CPM. Keys must be labeled to identify where keys are used for the finished work.
 6. Advise BCAD Risk Manager and Contract Administrator of pending insurance change over requirements.
 7. Prepare specific warranties, maintenance Agreements, final certifications and similar documents for submittal.
 8. Obtain and submit releases enabling the County unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 9. Deliver tools, spare parts, extra stock, and similar items as specified in the Construction Documents.
 10. Advise the Contract Administrator's personnel of pending change over in security provisions.

11. Complete start up testing of systems, and instruction of the County's operating and maintenance personnel. Refer to individual trade specific closeout submittals, including but not limited to operating and maintenance manuals and County training.
12. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock ups, and similar elements.
13. Complete final clean up requirements, including touch up painting.
14. Touch up and otherwise repair and restore marred exposed finishes.
15. Obtaining a Certificate of Occupancy from Broward County Building Code Services.

1.2 DESIGN-BUILDER'S REQUEST FOR INSPECTION

- A. When the Design-Builder considers that the Work, or a portion thereof which the CPM agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the CPM a Request for Substantial Completion Inspection Form including a comprehensive list of items to be completed or corrected. This list shall include all items on the Commissioning Agent's deficiency log.
- B. The Design-Builder shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents.

Project Closeout Submittals: Project closeout submittals required by the Contract Documents for the Substantial Completion of the Work, or a portion thereof, shall be submitted by the Design-Builder at or prior to the time of his request.

1.3 CPM'S DETERMINATION OF READINESS

- A. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, the CPM and Design Criteria Professional will make a preliminary inspection to determine whether the Work or designated portion thereof is appropriately ready for a Substantial Completion Inspection.
- B. The CPM will notify the County and the Design-Builder of the results of his inspection by completing and distributing the CPM's Notification of

Readiness for Substantial Completion Inspection Form. If the CPM and Design Criteria Professional's inspection discloses any item, whether or not included on the Design-Builder's list, which is not in accordance with the requirements of the Contract Documents and which would preclude Beneficial Occupancy and would render the Work not Substantially Complete, the Design-Builder shall correct such item upon receipt of the CPM's Notification. The Design-Builder shall then submit another request for inspection by the CPM and Design Criteria Professional to determine the completion status of the Work or designated portion thereof. The CPM and Design Criteria Professional will recommend to County that the Project is substantially complete.

1.4 SUBSTANTIAL COMPLETION INSPECTION

- A. The County, upon notification from the CPM that the Work, or a portion thereof, may be substantially complete and all project closeout submittals pertaining to Substantial Completion of the Work, or portion thereof, have been approved and forwarded to the Contract Administrator, will direct the CPM to schedule and coordinate the County's Substantial Completion Inspection.
- B. The County's Substantial Completion Inspection will be conducted by the CPM and Design Criteria Professional, the County, and the Design-Builder.
- C. The following representatives shall attend and conduct the Substantial Completion Inspection:
 1. Design-Builder Personnel:
 - a. Project Manager.
 - b. Superintendent.
 - c. Baggage Handling System (BHS) Superintendent.
 - d. Plumbing Superintendent.
 - e. Mechanical Superintendent.
 - f. Electrical Superintendent.
 - g. Specialty Subcontractors.
 2. Design Consultant Personnel:
 - a. Project Manager.
 - b. BHS Engineer.
 - c. Structural Engineer.
 - d. Mechanical Engineer.
 - e. Electrical Engineer.
 - f. Specialty Sub-Design Professionals.

3. Contract Administrator Personnel:
 - a. Project Administrator.
 - b. CPM Project Manager and/or Supervisors.
 - c. County's Professional Staff, including PMO Project Manager.
 - d. Commissioning Agent (as applicable).
 - e. Other specialty representatives of the Contract Administrator.

- D. Inspection Teams:
 1. At the direction of the CPM, inspection teams will be established at the project site based upon the following disciplines:
 - a. Architectural.
 - b. BHS.
 - c. Plumbing.
 - d. Mechanical.
 - e. Electrical.
 - f. Electronics.
 - g. Specialties.

 2. Each inspection team will be composed of specialty representatives of the County, CPM, Design Criteria Professional and Design-Builder who will perform independently of each other.

 3. Each team will appoint a Team Leader.

 4. The CPM will provide each Team Leader with:
 - a. Copy of the Design-Builder's List of Deficiencies.
 - b. Floor and site plans (with the remainder of the Contract Documents available to the team).

- E. After the Substantial Completion Inspection, the CPM will issue a Substantial Completion Inspection report and Substantial Completion Punch List Forms. County shall either approve or deny substantial completion of the Work, or portion thereof, based on the report.

- F. If Substantial Completion of the Work, or portion thereof, is denied, the Design-Builder shall promptly correct deficiencies noted which caused the denial of substantial completion. Upon correcting these deficiencies, the Design-Builder shall notify the CPM that these deficiencies are ready for re-inspection by submitting a new Request for Substantial Completion at which time the CPM, Design Criteria Professional, County, and Design-Builder will re-conduct the County's Substantial Completion Inspection for substantial completion deficiencies only.

- F. When Substantial Completion of the Work, or portion thereof, is granted, the CPM will prepare and issue County's Certificate of Substantial Completion to indicate the date of substantial completion.

1.5 READINESS FOR FINAL COMPLETION INSPECTION

- A. Deficiencies noted on or attached to Substantial Completion Inspection Report and Substantial Completion Inspection Punch List, must be completed prior to the County's Final Completion Inspection. Limitations on the Time during which these corrections must be made shall be consistent with the Time specified in the Agreement for Punch List Corrections.
- B. Upon correction of the punch list, the Design-Builder shall notify the CPM and issue a Request for Final Completion Inspection Form, that the Work, or portion thereof is ready for the County's Final Completion Inspection.
- C. Upon receipt of the Design-Builder's Request for Final Completion Inspection, the CPM and Design Criteria Professional will make an inspection to determine whether the Work or designated portion thereof is complete. The CPM will notify the County and the Design-Builder of the results of this inspection by completing and distributing the CPM's Notification of Readiness for Final Completion Inspection Form.
 - 1. If the CPM and Design Criteria Professional's inspection discloses any item which is not in accordance with the requirements of the Contract Documents and which would render the Work not complete, the Design-Builder shall correct such item. The Design-Builder shall then submit another request for inspection by the CPM and Design Criteria Professional to determine the completion status of the Work or designated portion thereof.
 - 2. When the CPM determines that the Project is complete in accordance with the terms of the Contract Documents, the CPM will notify the County that the Work, or portion thereof, is ready for the Contract Administrator's Final Completion Inspection.

1.6 COUNTY'S FINAL COMPLETION INSPECTION

- A. The Contract Administrator, upon notification from the CPM that the Work, or a portion thereof, is complete will direct the CPM to schedule and coordinate the County's Final Completion Inspection.
- B. The County's Final Completion Inspection will be conducted by the CPM, Design Criteria Professional, the County, and the Design-Builder.

1. Members of the inspection teams which inspected the facility for Substantial Completion will reconvene to conduct the Final Completion Inspection.
 2. Members of the inspection teams for which there are no outstanding Punch List Items may be excused upon request to and approval by the CPM.
- C. If Final Completion of the Work, or portion thereof, is denied, the Design-Builder shall promptly correct deficiencies noted which caused the denial of final completion.
- D. Upon correcting these deficiencies, the Design-Builder shall notify the CPM that these deficiencies are ready for re-inspection by submitting a new Design-Builder's Request for Final Completion Inspection at which time the CPM, Design Criteria Professional, County, and Design-Builder will re-conduct the County's Final Completion Inspection.

1.7 FINAL COMPLETION DATE

- A. When Final Completion of the Work, or portion thereof, is granted, the CPM will issue the CPM's Letter Establishing Final Completion Date, to indicate the date of final completion.
- B. Upon receipt of CPM's Letter Establishing Final Completion Date, the Design-Builder may make application for final payment.
- C. If correction of Punch List is not fully completed within the period allowed by the Contract Documents, the County, at its option, may close out the Work or designated portion thereof, by deducting his estimate of the cost to correct the outstanding items and complete with Work by a separate Design-Builder or the County's own forces.

1.8 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to the CPM.
- B. Statement shall reflect all adjustments to the Contract Price:
1. The original Contract Price
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncorrected work.
 - c. Deductions for liquidated damages.
 - d. Deductions for re-inspection payments.

e. Other adjustments.

3. Contract Price, as adjusted.
4. Previous payments.
5. Sum remaining due.
6. The applicable Purchase Order Number issued by the County.

1.9 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedure and requirements stated in the Design-Builder's Agreement.

1.10 RE-INSPECTION FEES

- A. Should it be necessary for the CPM to perform re-inspections due to the failure of the Work to pass inspection(s), the County will deduct the cost of the re-inspection to the County from the Contract Price otherwise earned by the Design-Builder.

1.11 PUNCH LIST COMPLETION

- A. The facilities may be occupied by County during completion of all or a portion of the Punch List.
- B. Make arrangements concerning access and other than normal work hours with the CPM.
- C. The County will deduct 1.5 times the cost of the unperformed punch list work from the Contract Price otherwise earned by the Design-Builder, if the Design-Builder fails to perform the Work within the specified time.

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SC – 36 Commissioning Requirements

PART I – GENERAL

1.1 COMMISSIONING SCOPE REQUIREMENTS

- A. The work under this Section is subject to requirements of the Contract Documents including the County’s General Conditions and articles of the Construction Manager’s General Conditions.

1.2 DESCRIPTION

- A. Commissioning is a quality driven systematic process of ensuring the commissioned systems and equipment are installed and operate as independent entities but more importantly systematically in an interactive nature with other systems in accordance to the construction documents in order to meet the design intent and County’s operational needs.
- B. The commissioning process does not replace or reduce the responsibility of the Design-Builder, installing subcontractors, or suppliers in performing all aspect of work and testing as outlined in the Contract Documents in providing a finished and fully functional product and system.

1.3 DEFINITIONS

- A. The following are commonly used definitions of words used herein:
 - 1. Acceptance Phase – The phase of construction after completion of the PFC verification process and after the initial equipment / systems initial startup is complete.
 - 2. Contract Documents - Construction drawings, specifications, Addendums, Request for Information (RFI) documents and other proprietary Agreement altering document associated with the Project.
 - 3. Deferred Functional Testing: Functional tests that have been deferred to after Substantial Completion date due to partial occupancy, seasonal testing, or other site or design issues that did not permit the FPT verification process from being completed during the acceptance phase.
 - 4. Deficiency – A condition in the installation or function of the component, piece of equipment or system that is not in compliance with the Contract Documents, does not perform properly, or is not complying with the design intent.

5. Basis of Design – The Basis of Design is an explanation of the ideas, concepts, and criteria that are considered to be very important to the County. It is initially the outcome of the programming and conceptual design phases. See General Conditions for the definition of the Basis of Design Documents.
6. Manufacturer’s Representative – A representative of the company building and supplying the equipment to the Project.
7. Vendor – The supplier of the equipment.

1.4 ABBREVIATIONS

A. The following are commonly used Abbreviations used in the specifications:

1. BoD – Basis of Design.
2. CPM – Construction Project Manager.
3. Cx – Commissioning.
4. CxA – Commissioning Agent.
5. FPT – Functional Performance tests.
6. HVAC – Heating Ventilation & Air Conditioning.
7. IRL – Issues Resolution Log.
8. LEED – Leadership in Energy and Environmental Design.
9. MEL – Master Equipment List.
10. O&M – Operation and Maintenance.
11. OPR – County’s Project Requirements.
12. PFC – Pre-Functional Performance Checklist.
13. PMO – Program Management Office.
14. PUR – Project Update Report.
15. RFI – Request for Information.
16. SVR – Site Visit Report.
17. TAB – Test and Balance.

1.6 RESPONSIBILITIES OF THE COMMISSIONING TEAM MEMBERS

A. Design Consultants:

1. Deliver or provide access, via the CPM, to the electronic copies of the required construction drawings to the CxA to meet the needs of the commissioning process, including but not limited to, the mechanical, electrical, and plumbing drawings, special systems - security drawings and paging drawings, apron/airside aircraft fuel and lighting / lighting control drawings.

2. Deliver or provide access, via the CPM, to the electronic copies of the project specifications document and all other Agreement altering documents including but not limited to any issued addenda, RFI's, or scope of work changes of any kind through the term of the Agreement.
3. Document the design intent of MEP systems in the form of the Basis of Design document and submit to the CxA via the CPM.
4. Attend the commissioning kick-off meeting.

B. Construction Project Manager (CPM):

1. Obtain from the County the OPR and submit to the CxA.
2. Submit to the CxA the construction schedule and all schedule updates throughout the duration of the project.
3. Review of the CxA provided Cx Plan.
4. Distribute electronic copies of the Cx Plan to the Subcontractors for review and use.
5. Incorporate the commissioning activities provided by the CxA into the Construction Schedule.
6. Facilitate cooperation of Subcontractors in commissioning efforts.
7. Attend the Commissioning Kick-off meeting.
8. Attend any scheduled Commissioning meetings.
9. Submit to the CxA the dates for the execution by the Subcontractor of the following:
 - a. Equipment Start-Up.
 - b. Pipe pressure testing.
 - c. Duct pressure testing.
 - d. Training sessions.
 - e. Airside Test and Balance.
 - f. Waterside Test and Balance.

10. Submit to the CxA the following documents from the Subcontractor:
 - a. Submittals for the commissioned equipment.
 - b. Blank Start-Up documents of the commissioned equipment.
 - c. Completed Start-Up documents of the commissioned equipment.
 - d. O&M Manuals.
 - e. Blank pipe pressure testing document.
 - f. Completed pipe pressure testing document.
 - g. Blank duct pressure testing document.
 - h. Completed duct pressure test document.
 - i. Training sign-in sheets, duration of the training, and agenda of the training.

11. Submit to the CxA the dates for the execution by the TAB Contractor of the following:
 - a. Airside Testing and balancing.
 - b. Waterside Testing and balancing.

12. Submit to the CxA the following documents from the TAB Subcontractor:
 - a. Blank copies of the airside testing and balance documents
 - b. Blank copies of the waterside testing and balancing documents.
 - c. Completed airside TAB documents.
 - d. Completed waterside TAB documents

13. Submit to the CxA the following documents:
 - a. Building Automation Control - sequence of operations based on the 100% construction documents.
 - b. Final "as-built" control sequence of operations for the commissioned equipment and systems.

14. Submit to the CxA the dates for the Controls Contractor will be completed with the installation and programming of the control sequence of operations for the commissioned equipment.

15. Verify and confirm with the appropriate Subcontractors that the Pre-Functional Checklists (PFC) have been completed.

16. Promote and assists in the timely responses and resolution by the appropriate trade Contractor to the open items on the IRL document.

17. Provide the necessary safety and support personnel to complete testing, including fire watch.
18. Schedule, coordinate and assist the Commissioning Team in any deferred testing.
19. Notify the CxA in a timely manner of any major schedule changes, especially related to the commissioned equipment readiness.

C. COUNTY:

1. Provide input and direction for the County's Project Requirements (OPR).
2. Review and comment on the Cx Plan.
3. Review of the Cx Plan when issued and prepare a list of questions for the Commissioning Kick-Off Meeting.
4. Provide a County representative to accept all closed items on the Issue Resolution Log (IRL).
5. Provide unobstructed access to the building including mechanical, electrical rooms, etc.

D. Design-Builder (Vendor / Manufacturer's Representative):

1. The Design Builder is responsible for the completion of the following tasks.
2. The following does not include a complete listing of the efforts required from the Controls or TAB Contractors, see additional responsibilities in sections below.
3. Review Commissioning specifications, Cx Plan, Pre-Functional Checklists, and Functional Performance Test procedures.
4. Attend the Commissioning Kick-Off meeting.
5. Review of the Cx Plan when issued and prepare a list of questions for the Commissioning Kick-Off Meeting.
6. Upon request attend any scheduled commissioning meetings.

7. Participate in the PFC verification process by:
 - a. Complete the execution of the PFC documents provided by the CxA. Upon completion of each PFC document submit the completed forms to the CPM.
8. Participate in the FPT verification process by:
 - a. Verify the commissioned equipment and systems are installed and operating as per the construction documents and as indicated on the Functional Performance Test checklists developed by CxA.
 - b. Assisting in the FPT verification process by providing the necessary equipment and personnel during the execution of the FPT document by the CxA.
 - c. Provide certified and calibrated instrumentation required to take measurements of system and equipment performance during Functional Performance Testing.
9. Provide the necessary equipment and personnel for the execution of the duct pressure testing and submit the following to the CPM.
 - a. A blank copy of the duct pressure testing document.
 - b. The dates for testing of the duct pressure testing in a timely manner in order for the CxA to schedule a site visit to witness the pressure testing.
 - c. A completed copy of the duct pressure testing documents.
10. Provide the necessary equipment and personnel for the execution of the pipe pressure testing and submit the following to the CPM:
 - a. A blank copy of the pipe pressure testing document.
 - b. The dates for testing of the pipe pressure testing in a timely manner in order for the CxA to schedule a site visit to witness the pressure testing.
 - c. A completed copy of the pipe pressure testing documents.

11. Participate in the equipment startup process of the commissioned equipment.
 - a. The Design-Builder is responsible for the start-up of commissioned equipment identified in the Construction Documents.
 - b. The Design-Builder is to submit to the CPM the following:
 - 1) After the equipment submittal has been approval by Design Consultant, the blank start-up procedure document to the CPM.
 - 2) Equipment Start-Up dates of the commissioned equipment.
 - 3) The completed Start-Up document.
 - c. Commissioning Agent reviews Start-Up Plan to verify the commissioned equipment requiring a Start-Up Plan has been submitted.
 - d. Design-Builder shall execute equipment start-up per Start-Up plan, document results, and forward a copy of completed Start-Up checklists to Commissioning Agent for review to verify completion of start-up activities.
 - e. Any item marked as complete which is later found to be incomplete and causes re-verification work by Commissioning Agent or delays during Functional Performance Testing will be back-charged to the responsible party.
 - f. Provide the necessary equipment and personnel for the execution of the startup procedure.
 - g. Submit a completed copy of the startup document to the CPM.
12. Prepare and submit O&M manuals to the CPM.
13. Participate in the training required as stated in the Construction Documents and execute the following:
 - a. Prepare and submit a Training Schedule to the CPM.

- b. Coordinate the dates of each training session with the CPM and attendees.
- c. Prepare an agenda of the topics to be discussed during the training session. Verify all items in the equipment specifications are addressed in the agenda.
- d. Prepare a sign-in sheet for each training session listing the topic, start and end time of the training session, and attendees.
- e. After completion of the training session submit the sign-in sheet and agenda to the CPM.

14. Complete the following for the IRL document:

- a. Provide a response on the space provided on the IRL document for all deficient open items.

15. Participate in the FPT process involved with any opposed season and deferred testing process.

E. Controls Subcontractor:

- 1. Review of the Cx Plan and prepare a list of questions for the Commissioning Kick-Off Meeting.
- 2. Attend Commissioning Kick-Off meeting and attend, when requested, the scheduled commissioning meetings.
- 3. Completely install and thoroughly inspect start-up, test, adjust, calibrate and document systems and equipment under Building Automation/Controls Agreement.
- 4. Provide laptop computer, software and training to accommodate Test and Balance Subcontractor in system balancing.
- 5. Maintain database of control parameters submitted by Test and Balance Contractor subsequent to field adjustments and measurements.
- 6. Notify the CPM on the dates in which each commissioned equipment and systems are ready for FPT verification. The CPM will schedule time for execution of the FPT checklist. The commissioned equipment and systems will be ready for FPT verification when:

- a. The TAB Contractor has completed all required testing and balancing.
 - b. The Controls Subcontractor has declared the control system is operational as per the construction documents and has tested the control sequences for each commissioned equipment using the CxA provided FPT checklist.
7. Set up trend logs as requested by the CxA to substantiate proper systems operation.
8. Provide on-site technician skilled in software programming and hardware operation to exercise sequences of operation and to correct control deficiencies identified during Functional Performance Testing including deferred testing.
9. Provide instrumentation, computer, software and communication resources necessary to demonstrate total operation of building systems during Functional Performance Testing of control system equipment including deferred testing.
10. Prepare and submit the Controls Submittal to the CPM.
11. Participate in the controls training required as stated in the controls specification and execute the following:
 - a. Prepare and submit a Training Schedule to the CPM.
 - b. Coordinate the dates of each training session with the CPM and attendees.
 - c. Prepare an agenda of the topics to be discussed during the training session. Verify all items in the equipment specifications are addressed in the agenda.
 - d. Prepare a sign-in sheet for each training session listing the topic, start and end time of the training session, and attendees.
 - e. After completion of the training session submit the sign-in sheet and agenda to the CPM.
12. Turn over the following documentation to the Commissioning Agent for preparation of a Systems Manual.
 - a. As-built control sequences of operation for all equipment / systems to be commissioned.
 - b. Recommended schedule / frequency for recalibrating control sensors and actuators.

13. Participate in the FPT process involved with opposed season and deferred testing process.

F. Test, Adjust and Balance Subcontractor:

1. Review of the Cx Plan when issued and prepare a list of questions for the Commissioning Kick-Off Meeting.
2. Attend Commissioning Kick-Off meeting and attend when requested scheduled commissioning meetings.
3. Provide the CPM with the following documents and the dates for the airside TAB process.
 - a. Blank copy of the airside TAB document prior to initiation of the Tab process.
 - b. Provide the dates for the execution of the airside TAB process to the CxA in order to witness the TAB process.
 - c. Completed copy of the airside TAB document.
4. Provide the CPM with the following documents and the dates for the waterside TAB process.
 - a. Blank copy of the waterside TAB document prior to initiation of the TAB process.
 - b. Provide the dates for the execution of the waterside TAB process to the CxA in order to witness the TAB process.
 - c. Completed copy of the waterside TAB document.
5. Assist the Controls Contractor with setting up the sequence of operation for the commissioned equipment and during the FPT verification process.
6. Rebalance deficient areas identified during commissioning.
7. Provide on-site technician and equipment, as necessary, skilled in Test and Balance procedures to provide verification of equipment and system performance during Functional Performance Testing including deferred testing.

8. Provide on-site technician and equipment, as necessary, skilled in Test and Balance procedures to provide verification of the final Test and Balance report. These verification procedures will be executed after the final Test and Balance report has been submitted for review. The Test and Balance Subcontractor will recheck a sampling of the final air and water Test and Balance report readings for the Commissioning Agent (allow a total of 16 hours for the final Test and Balance report verification over a single, two day site visit).

PART 2 – SYSTEMS TO BE COMMISSIONED

2.1 MECHANICAL

A. Pre- Functional Checklists and Functional Performance Tests:

1. HVAC Chilled / Condenser Water Systems.
2. HVAC Packaged Direct Expansion HVAC Systems.
3. HVAC Air Distribution Systems (100% critical areas, 20% other).
4. HVAC Exhaust Fan Systems.
5. HVC Fire and Smoke Control Systems.
6. HVAC Electric Heating Equipment.
7. Specialty Air Conditioning Systems (non-airside).
8. Building Automation Systems:
 - a. Building Automation System will be functionally tested for all systems to be commissioned. Building Automation System functional testing will include verification of all control sequences for equipment/systems to be commissioned.

2.2 PLUMBING EQUIPMENT

A. Pre- Functional Checklists and Functional Performance Tests:

1. Storm water systems including storm water ejector pumps.
2. Fire Protection System (Fire pump, Jockey Pump).
3. Sanitary systems including sanitary waste ejectors, and kitchen waste ejectors.

4. Potable water System.
5. Compressed air system.
6. Water Harvesting system.

2.3 ELECTRICAL EQUIPMENT – EMERGENCY POWER SUPPLY

A. Pre- Functional Checklists and Functional Performance Tests:

1. Emergency power systems including emergency generators, emergency generator load banks, transfer switches, and UPS System.
2. Normal power systems (100% critical areas, 20% other).
3. Lighting control systems.
4. Grounding.
5. Power monitoring.

B. Lightning protection.

C. Functional Performance Tests:

1. Generator load banks and controls.
2. Emergency power system including the emergency diesel generators, and automatic transfer switches.
3. Verification of the following HVAC systems during normal power outage:
 - a. Chiller plant.
 - b. Building automation system.
 - c. Air handling systems.
 - d. Smoke Management systems.
 - e. Heating and ventilation systems.
4. Verification of the following electrical systems during normal power outage:
 - a. Emergency lighting systems (life safety and critical).
 - b. UPS System (DC and Flywheel).

5. Verification of the following plumbing systems during normal power outage:
 - a. Sump pumps and sewage ejectors.
 - b. Domestic water booster pumps.
6. Verification of the following fire protection systems during normal power outage:
 - a. Fire and jockey pumps.
 - b. Alarm switches.

2.4 ELECTRICAL EQUIPMENT – NORMAL POWER SUPPLY

A. Pre- Functional Checklists:

1. Primary Switchgear
2. Low voltage unit substations.
3. Low voltage network substations.
4. Low voltage switchboards.
5. Low voltage motor controllers / VFDs.
6. Normal power distribution panel boards with main buss rating more than 400A.
7. Lighting control system.

B. Functional Performance Tests:

1. Primary Switchgear
2. Low voltage unit substations.
3. Low voltage network substations.
4. Low voltage switchboards.
5. Lighting control system including sample verification of space lighting controls.

2.5 ELECTRICAL EQUIPMENT – FIRE ALARM SYSTEM

A. Pre- Functional Checklists:

1. Fire alarm control system.
2. Control panels.
3. Primary alarms control annunciation.
4. Auxiliary control / annunciation.
5. System power supply.
6. Audio source unit.
7. Audio amplifiers.
8. Intelligent systems devices.
9. Primary notification.
10. System accessories.
11. Fire alarm system conduits, boxes and fittings.

B. Functional Performance Tests:

1. Fire alarm system. Functional test will include sample verification of each alarm type in each fire alarm zone. Functional testing will also verify proper operation of elevator recall sequences during fire alarm.

2.6 SPECIAL SYSTEMS

A. Security Systems:

1. Access Control.
2. Intrusion Detection System.
3. CCTV.
4. Door and hardware limited to the components related to access control and security.

B. Paging System.

2.7 BAGGAGE HANDLING SYSTEMS

A. Review Functional Performance Test Plan Documents.

B. Witness Functional Performance Testing:

1. F.A.T. Testing.
2. Static and Dynamic Tests.
3. Functional Tests.

C. Evaluation Testing:

1. Introductory Testing.
2. Detailed Testing.
3. System Wide Testing.

PART 3 – COMMISSIONING TASKS

3.1 DESIGN PHASE COMMISSIONING TASKS

A. Attend Design Phase meetings

B. Development of the Design Phase Commissioning Plan:

1. The Design Phase Commissioning Plan is a document produced by the CPM as guide for the participants involved, their roles and responsibilities, and direction for scheduling, implementation, testing, reporting and documentation of the various stages of the Cx process. This plan shall be incorporated into the overall Construction Documents prepared by the Design-Builder so that all parties in the construction process are informed regarding commissioning. The Commissioning Plan will be used by the Commissioning Authority to execute the commissioning process.
2. The Commissioning Plan will be formatted into an electronic file with tabs including the following contents:
 - a. Purpose of the Plan.
 - b. The Commissioning Process.
 - c. Specific Objectives:
 - 1) Commissioned Equipment and Systems.
 - d. Roles and Responsibilities:
 - 1) Commissioning Team member List.
 - 2) Commissioning Process general Rules.
 - 3) Commissioning Responsibility Breakdown.
 - e. Commissioning Administration:
 - 1) Information Flow.
 - 2) Scheduling.
 - 3) Deliverables.
 - 4) Issues.
 - 5) Testing Strategy Overview.
 - 6) Report/Equipment Logs.
 - 7) Safety and Security.
 - f. Commissioning Process:
 - 1) Commissioning Process Timeline.
 - 2) Process Overview – Primary Tasks to Perform.
 - 3) Design/Planning Phase.
 - 4) Construction Phase.
 - 5) Startup and Functional Testing Phase.
 - 6) Occupancy Phase.
 - g. Appendix:
 - 1) Appendix A – Draft Commissioning Schedule.
 - 2) Appendix B – Commissioning Test Procedure Index Sample.
 - 3) Appendix C – Project Update Report.
 - 4) Appendix D – Issue Resolution Log Sample.
 - 5) Appendix E – Functional test Procedure Sample.

C. Construction Drawing Review:

1. The CxA will review the following level of design phase drawings:
 - a. 70% CD Phase.
 - b. 100% CD Phase.
2. The focus on the drawing review will be dependent upon the phase of the Construction drawings and will focus in-part or entirely on the following:
 - a. Ensuring clarity, completeness, adequacy, and compliance to the OPR.
 - b. Necessary details are provided for the development of the PFC documents for the commissioned equipment.
 - c. Sequence of operation for the commissioned equipment is to be included in the specifications.
 - d. All commissioned equipment is scheduled.
 - e. Clearance requirements are acceptable for the commissioned equipment to allow for maintenance and accessibility for replacement of equipment or equipment components.
 - f. Review for compliance to industry standard design issues.
 - g. Review for compliance to governing code issues.
 - h. All drawing review comments will be noted on the CxA provided Drawing Review Document and submitted to the CPM for distribution the appropriate trade for responses in the space provided on the Drawing.
 - i. Review Document.

H. MEP Specification Review:

1. The CxA will review the following level of the MEP Specification:
 - a. 70% CD Phase.
 - b. 100% CD Phase.

2. The focus on the specification drawing review will be dependent upon the phase of the construction drawings and will focus in-part or entirely on the following:
 - a. Verify all OPR related items are included in the specifications.
 - b. Verify all of the commissioned equipment included in the specifications.
 - c. If the commissioned equipment sequence of operation is not included on the drawing confirm the sequence of operation is included in the specifications.
 - d. All specification review comments will be noted on the as part of the Drawing Review Document and submitted to the CPM for distribution the appropriate trade for responses in the space provided on the Drawing Review Document.

3.2 CONSTRUCTION PHASE CX TASKS

A. Development of the Final Commissioning Plan:

1. The Final Commissioning Plan is an expansion of the Design Phase Commissioning Plan. All sections in the body of the Design will remain the same and only as-required modifications will be made to update the Plan.
2. The Appendix will have major changes. These changes are as follows:
 - a. Appendix A – Commissioning Schedule.
 - b. Appendix B – Commissioning Test Procedure Index.
 - c. Appendix C – Project Update Report.
 - d. Appendix D – Issue Resolution Log.
 - e. Appendix E – FPT checklists for the commissioned equipment.
 - f. Appendix F – PFC verification documents for the commissioned equipment.
 - g. Appendix G – Cx Task documents created specifically for the Cx tasks related to this project.

B. Commissioning Kick-off Meeting:

1. The CxA will conduct a Cx Kick-Off Meeting no later than 30 days prior to the first Cx site visit or earlier if deemed necessary by the CxA.
2. The CPM will coordinate the date and time of the meeting with the Design-Builder.
3. The requested attendees at the meeting are to include, but not limited to, the County, County's Representative, CPM, Design-Builder, Design Consultant Team (s), and the mechanical, electrical, controls, test & balance Subcontractors. Other attendees may be invited at the request of the CPM, County.
4. The intent and purpose of the Cx Kick-Off meeting is to ensure the County, all members of the construction team, and design team understands the commissioning process and their roles and responsibilities as well as a venue to ask any questions.
5. The agenda of the meeting will be the Cx Plan. The CxA will issue meeting minutes after the Cx Kick-off Meeting and sign-in sheet to all attendees and other requested to receive the minutes.

C. Commissioning Meetings:

1. Commissioning Team meetings will be held periodically when deemed necessary by the CxA.
2. CPM will coordinate the date and time of the meeting with the Design-Builder.
3. CxA will issue an agenda prior to the meeting and a list of attendees required to attendee.
4. CPM will distribute meeting minutes to all attendees.

D. Construction Meetings:

1. CxA will attend all construction meetings when the agenda only involves discussion of commissioning related topics, tasks, or activities.
2. CxA will attend the construction meeting during days when on the construction site.

E. Submittal Reviews:

1. The purpose of the submittal reviews of the commissioned equipment by the CxA is to:
 - a. Aid in development of Functional Performance Testing checklist.
 - b. Verify compliance with Design Consultant's specified requirements.
 - c. Verify compliance with the OPR document.
2. The CxA will develop a Submittal Review Document Checklist of the commissioned equipment. The checklist will be developed from the Construction Documents and County's Project Requirement (OPR) document. All reference in the OPR and in the Design Consultant's Construction Documents for fulfilling the submittal requirements of the commissioned equipment will be identified on the Submittal Review Checklist.
3. The CxA will review the first submission of each submittal of the commissioned equipment concurrently with the Design Consultant. If the Design Consultant rejects or requests a resubmission, the CxA is receive any resubmitted submittals.

F. Pre-Functional Checklist:

1. Objectives and Scope:
 - a. The objective of Pre-Functional Checklists is to verify all equipment and systems to be commissioned are installed according to documented design intent and Contract Documents.
2. Pre-Functional Checklist (PFC) Verification Process:
 - a. The PFC's will be project specific checklists developed from the Contract Documents.
 - b. The CxA will develop the Pre-Functional Checklist's and will be submitted to the CPM.
 - c. The CPM will provide drawings and specifications to the CxA for the development of the PFC's. Drawings will be provided to the CxA by:

- 1) Submitting a hard-copy of the MEP specification and half-size legible drawings.
 - 2) Providing access to a site housing the MEP drawings and specifications.
 - 3) Sending an electronic copy of the required drawings and specifications.
- d. The CxA will be verifying a 20% sampling of the Design-Builder executed Pre-Functional Checklists. Unless otherwise directed by the County, the CxA will decide which commissioned equipment will be sampled.
 - e. The Design-Builder will notify the CxA through the CPM when the PFC's have been completed.
 - f. The CxA will issue at the completion of the verification of the sampling the completed PFC document along with any deficiencies observed and photographs.
 - g. If deemed necessary to conduct additional sampling of commissioned equipment above the agreed upon sampling amount a Change Order will be executed to the Design-Builder responsible for commissioned equipment.
 - h. The PFC process is initiated for all commissioned equipment requiring piping when the piping is installed but prior to installation of the insulation. The PFC process will be completed prior to equipment start-up and initiation of the FPT process.
 - i. The PFC process is initiated for all commissioned equipment without piping when the equipment is installed and to be completed prior to equipment start-up and initiation of the FPT process.
 - j. If the Design-Builder observes an error on the PFC, notify the CxA of the error with proper documentation supporting the error.
 - k. When the Design-Builder has completed a PFC document, the PFC will be submitted to the CxA.

- I. The PFC verification process is not considered completed until all deficiencies noted on the IRL have been closed.
 - m. During the PFC verification process the “In-Progress” PFC’s will not be submitted unless requested by the County or CPM. The completed Pre-Functional Checklists will be included with the issuance of the Final Commissioning Report.
- G. Equipment and Systems Start-Up Plan:
- 1. Prior to Start-Up:
 - a. The CxA will review the blank start-up documents prior to the initiation of the start-up process on the commissioned equipment.
 - b. The CxA will produce an Equipment Start-Up checklist document reflecting the start-up requirements in the Design Consultant’s specification.
 - c. The CxA will review the equipment start-up documents to verify the engineer’s specified requirements are met and submit the Equipment Start-Up checklist.
 - 2. During Start-Up:
 - a. The CxA will witness the first start-up of the equipment to be commissioned. For Equipment that are in multiples (more than one of each), the CxA will witness the first 25% of the commissioned equipment, after the first 25% demonstrates the correct process is used and executed, the CxA will sample the remaining testing in conjunction with our regularly scheduled site visits.
 - b. The CxA Commissioning will issue a site visit report describing the results of the start-up.
 - 3. After Start-up:
 - a. The CxA Commissioning will review the final equipment start-up documents for the commissioned equipment for completeness and accuracy.

3.3 COMMISSIONING ACCEPTANCE PHASE TASKS

- A. Test and Balance Verification of the Airside Systems:
1. The CxA will be involved with the TAB process with the following Airside Equipment:
 - a. All commissioned air distribution supply and exhaust fans systems and terminal boxes.
 2. The CxA will be involved with the TAB process with the following air devices:
 - a. Supply air devices.
 - b. Return air devices.
 - c. Exhaust air devices.
 3. Prior to the airside TAB process the CxA will:
 - a. Review the blank TAB document to verify the engineer's specified requirements are included in the TAB document.
 - b. Document all findings on the Review of Blank TAB document checklist.
 - c. All non-conforming items observed will be listed on the IRL.
 4. During the TAB process the CxA will:
 - a. Witness airside testing and balancing of the first 5% of the commissioned airside equipment, after the first 5% demonstrates the correct process is used and executed; the CxA will sample the remaining testing in conjunction with our regularly scheduled site visits. Equipment to be sampled will be determined by the CxA, unless otherwise directed by the Client.
 - b. Verify the TAB process is being conducted as per the engineers specified requirements and the measured values are within the engineer's specified tolerances.
 - c. Document all findings on the Site Visit Report.
 - d. All non-conforming items observed will be listed on the IRL.

5. After the completion of the airside TAB process the CxA will:
 - a. Review the completed airside equipment and air device TAB reports to verify the accuracy and completeness of the measured values are within the engineer's specified requirements.
 - b. Verify the accuracy of the Test and Balance report by having the TAB Subcontractor demonstrate samples of their findings so that we can witness and document the report data included in their report is accurate.
 - c. Document all findings on the TAB Review document checklist.
 - d. All non-conforming items will be listed on the IRL.

B. Test and Balance Verification of the Waterside Systems:

1. The CxA will be involved with the TAB process with the following Waterside Equipment:
 - a. Chillers and other commissioned HVAC equipment with chilled water coils.
2. Prior to the waterside TAB process the CxA will:
 - a. Review the blank TAB document to verify the engineer's specified requirements are included in the TAB document.
 - b. Document all findings on the Review of Blank TAB document checklist.
 - c. All non-conforming items observed will be listed on the IRL.
3. During the TAB process the CxA will:
 - a. Witness the testing and balancing of the following commissioned equipment:
 - 1) Chillers.
 - 2) 25 % random sampling of the Chilled water coils in the commissioned equipment.

- b. Verify the TAB process is being conducted as per the engineers specified requirements and the measured values are within the engineer's specified tolerances.
 - c. Document all findings on the Site Visit Report.
 - d. All non-conforming items observed will be listed on the IRL.
 4. After the completion of the airside TAB process the CxA will:
 - a. Review the completed waterside equipment TAB reports to verify the accuracy and completeness of the measured values are within the engineer's specified requirements.
 - b. Verify the accuracy of the Test and Balance report by having the TAB Subcontractor demonstrate samples of their findings so that we can witness and document the report data included in their report is accurate.
 - c. Document all findings on the TAB Review document checklist.
 - d. All non-conforming items will be listed on the IRL.
- C. Review of Operating and Maintenance Manuals:
 1. The Commissioning Agent will review the Operation & Maintenance manuals for the commissioned equipment for completeness in accordance to the Construction Documents.
 2. The O&M review will not be limited to the equipment being commissioned but to all equipment identified in the Construction Documents as requiring an O&M manual.
 3. The CxA will be producing an O&M Manual Checklist. The checklist will contain all of the O&M manual requirements for the equipment as identified in the engineer's specification. As directed by the Client, other O&M requirements outside of the Construction Documents will be included in the O&M Checklist.
 4. The CxA will produce an O&M Review Document to confirm compliance with the commissioned equipment specifications.
 5. All non-compliant items will be documented on the IRL.

6. The O&M Checklist will be submitted on a periodic basis and a final O&M Checklist will be issued once the O&M Checklist is completed.

D. Monitor Training of County's Personnel:

1. Design-Builder, vendors, or manufacturer's representative will provide complete training in operation and maintenance of all equipment noted in the mechanical, electrical, and plumbing specifications as requiring training.
2. The Design-Builder through its Subcontractors / vendors will be responsible for developing County training plan, scheduling of County training, execution of training and documentation of completed training.
3. The CxA will not be responsible conducting the training sessions.
4. The CxA will produce a Training Checklist of the required training on the various mechanical, electrical, and plumbing equipment and systems on the project. The training requirements included in the checklist will be taken from the Construction Documents. Training monitoring is not limited to the commissioned equipment but of those equipment and systems identified in the Construction Documents are requiring training. Other training will be included outside of the specifications if directed by the County.
5. All training sessions will have a sign-in sheet indicating training session topic and duration of the training session.
6. An agenda is to be created by the Design-Builder, subcontractor, vendor, or manufacturer's representative for each of the training session.
7. A copy of the sign-in sheet and agenda, and will be distributed to the CPM.
8. The CPM will be responsible for monitoring and documentation of completion of County training.
9. The CxA will be completing the Training Session Review Document to track the training sessions are in compliance with the Construction Documents.
10. All non-compliant items will be documented on the IRL.

E. Pressure Testing of Ductwork:

1. The CxA will witness the pressure testing of the first 15% of the medium and high pressure supply air duct work, after the first 15% demonstrates the correct process is used and executed, the CxA will sample the remaining testing in conjunction with our regularly scheduled site visits. Unless otherwise directed by the Client, ductwork to be sampled will be determined by the CxA.
2. The CxA will witness the ductwork pressure testing to verify the testing is conducted as described and within the tolerances specified by the Construction Documents.
3. The CxA will issue a Duct Pressure Testing Report at the completion of the tests.
4. All non-conforming items observed will be listed on the IRL.

F. Pressure Testing of Piping systems:

1. Pipe pressure testing will be conducted on the following systems:
 - a. Chilled Water.
 - b. Condenser Water.
 - c. Domestic Cold Water.
 - d. Domestic Hot Water.
 - e. Fire Sprinkler.
2. The CxA requirements will include:
 - a. Witness of the first 15% of piping pressure tests, after the first 15% demonstrates the correct process is used and executed, the CxA will sample the remaining testing in conjunction with our regularly scheduled site.
 - b. Verify the pressure testing process is being conducted as per the Construction Documents requirements and the measured values are within the engineer's specified tolerances.
 - c. Document all findings on the Site Visit Report.
 - d. All non-conforming items observed will be listed on the IRL.

G. Functional Performance Test (FPT):

1. Objectives and Scope:

- a. The objective of Functional Performance Testing is to demonstrate the commissioned equipment and system to be commissioned are operating in accordance to the documented design intent and Contract Documents.
- b. The FPT is a test of the dynamic function and operation of commissioned equipment and systems to verify the equipment is responding according to the required sequence of operation.
- c. The FPT checklists will be Project specific checklists and will be developed from the Contract Documents.
- d. The FPT process will involve the participation of the Controls Subcontractor, testing and balancing agency, and the mechanical, electrical, and plumbing Subcontractors.

2. Functional Performance Test Checklist Process:

- a. The CxA will develop the project specific FPT checklist.
- b. The Design-Builder will provide drawings, specifications, and the controls sequence of operation submittal to the CxA for the development of the FPT's. The requested documents will be provided to the CxA by:
 - 1) Submitting a hard-copy of the specifications, controls submittal, and legible half-size drawings.
 - 2) Providing access to a site housing the requested documents.
 - 3) Sending an electronic copy of the requested documents.
- c. The FPT checklist will be available for review and use by the County and Design-Builder.

- d. The initiation of the FPT verification process will not begin until the following tasks are completed:
 - 1) The PFC documents are completed and all open deficiencies affecting the TAB process or the operation of the equipment and systems have been closed.
 - 2) Start-Up of the commissioned equipment completed.
 - 3) TAB Contractor declares the TAB process is completed.
 - 4) Controls Subcontractor declares the controls sequence of operation for each of the commissioned equipment and systems are setup and operating as per the Contract Documents.
- e. The execution and completion of the FPTs will be by the CxA with the assistance of the Design-Builder, controls Contractor, testing and balancing agency, and the mechanical, electrical, and plumbing Subcontractors.
- f. The completed FPT checklists will be included with the issuance of the Final Commissioning Report.
- g. All FPTs deficiencies will be recorded on the IRL.
- h. Division Contractors shall provide all specialized tools, test equipment and instruments required to the Functional Performance Testing of equipment under their Agreement.
- i. Test equipment shall be of sufficient quality and accuracy to test and/or measure system performance with tolerances specified. A testing laboratory shall have calibrated test equipment within the previous 12 months. Equipment shall be calibrated according to manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

3.4 OCCUPANCY PHASE COMMISSIONING TASKS

A. Final Commissioning Report:

1. The Final Commissioning Report will be compiled by the CxA and issued at the completion of the Acceptance Phase.
2. The Final Commissioning Report will be two bound hard copies assembled in a three ring binder and one electronic copy and will consist of the following documents:
 - a. Executive Summary.
 - b. Project Update Reports.
 - c. Commissioning Tasks Deliverables.
 - 1) County's Project Requirements / BoD Review Comments.
 - 2) Drawing Review Comments.
 - 3) Submittal Review Comments.
 - 4) All Site Visit Reports.
 - 5) Final Issues Resolution Log.
 - 6) Completed Pre-Functional Checklists.
 - 7) Duct Pressure Testing Reports.
 - 8) Pipe Pressure test Reports.
 - 9) Test and Balance Review Documents.
 - 10) Completed Functional Performance Tests.
 - 11) Training Documentation.
 - 12) Operations and Maintenance Manual Review Comments.
3. One of the three ring binders and one electronic version of the Final Commissioning Report will be submitted to the County.
4. At the completion of the Post Occupancy Phase of the project all Opposed Season and Warranty review documents will be compiled and sent to the County to be inserted into the Final Commissioning Report binder.

B. Systems Manual:

1. Objective:

- a. To develop a manual that provides future building operation staff the information needed to understand and optimally operate the commissioned systems.
- b. The Systems Manual will be produced by the CxA and issued to the CM/GC for distribution to the County's building operations staff.
- c. The CxA will issue one electronic copy and one compact disk (CD) of the Systems Manual.
- d. The following will indicate the documents to be included in the Systems Manual and those responsible for submission of each.
 - 1) Final version of the Basis of Design – Design Consultant.
 - 2) System single line diagrams – Mechanical construction drawing 1-line diagrams.
 - 3) As-Built sequences of operation control drawings including original set points – Controls Subcontractor.
 - 4) Operating instruction for integrated building systems – O&M Manual issued by the Subcontractor.
 - 5) Recommended schedule for retesting of systems of commissioned equipment and systems, if not included in the O&M Manuals – Subcontractor.
 - 6) Blank FPT test forms for retesting of the commissioned equipment and systems – CxA.
 - 7) Recommended schedule for recalibrating sensors and actuators – Controls Subcontractor.

C. Near-Warranty End Review or Post Occupancy Review:

1. The CxA will coordinate and schedule the Near-Warranty End Review or Post Occupancy Review meeting at the site within 10 months after the Substantial Completion date.

2. The attendees at the meeting will be the CxA and Airport Maintenance.
3. The purpose of the meeting is to address the following:
 - a. Any outstanding construction Commissioning Deficiency List items.
 - b. Any deficiencies that were noted by the operations staff during the warranty period.
 - c. Any reoccurring problems observed by the Airport Maintenance staff related to operating the facility as originally intended.
 - d. The CxA will submit to the County after the site view the Near-Warranty End Review or Post Occupancy Review meeting minutes for insertion into the Near-Warranty End Review or Post Occupancy Review meeting tab of the Final Report.

D. Deferred Opposed Season Testing:

1. Opposed Season Performance Testing.
 - a. If during the Warranty Meeting any deficiencies or performance issues are noted a performance test will be conducted on the noted equipment and or systems. CPM will coordinate this activity.
 - b. Tests will be executed, documented and deficiencies corrected by appropriate Subcontractor(s), with facilities staff and Commissioning Agent witnessing.

E. Unforeseen Deferred Tests:

1. Any check or test not completed due to building structure, required occupancy condition, or other deficiency, may be delayed upon approval of County. These tests will be rescheduled as soon as possible. The CPM will coordinate this activity.
2. Tests will be executed by appropriate Subcontractor(s) with the deficiencies and results of the testing documented by the Commissioning Agent.

PART 4 - COMMISSIONING DOCUMENTATION

4.1 Project Update Reports (PUR):

- A. The PUR is a report updated monthly identifying all the commissioning tasks, commission tasks completed to date, tasks in-progress, and those tasks to be completed throughout the life of the Project.
- B. The PUR will be produced by the CxA and submitted to the County.

4.2 Site Visit Report (SVR):

- A. The CxA will visit the site and write a SVR to document the results of the following in-field Cx tasks:
 - 1. PFC Site Visits.
 - 2. Witness Duct Pressure Testing.
 - 3. Witness Pipe pressure Testing.
 - 4. Troubleshooting Site Visits.
 - 5. Witness Equipment Start-Up.
 - 6. Witness Test and Balance.
 - 7. FPT Site Visits.
 - 8. Near End Warranty or Post Occupancy Review.
- B. After each site visit a SVR will submitted and will typically include who was on site, purpose of the site visit, finding observed during the site visit, and the next field commissioning task to be completed.
- C. If the site visit is to perform Pre-Functional Checklist or Functional Performance Testing a copy of the Commissioning Deficiency List and photographs will be included as part of the SVR.

4.3 Issue Resolution List (IRL):

- A. The IRL is a list of deficient items observed during the site visit that appear to be not in compliance with the Construction Documents or not per industry standards for proper installation.

- B. All items on the Commissioning Deficiency List will remain on the Commissioning Deficiency List until the deficiency has been resolved. Once resolved, the item will be closed.
- C. All Commissioning Deficient List items require a response either from the Subcontractor, Design Consultant through the Design-Builder.
- D. All items on the list will remain on the Commissioning Deficiency List until the deficiency has been resolved or if the deficiency noted is not valid due to Value Engineering or due to other means of deviation from the Construction Documents. Either way, a response is required to the Commissioning Agent on the deficient items.
- E. Items of non-compliance in material, installation or set-up will be corrected at Subcontractor expense and system shall be retested.

4.4 Commissioning Deliverables of the CxA:

- A. Design Phase:
 - 1. Commissioning Specifications.
 - 2. OPR/BoD Review.
 - 3. Draft Commissioning Plan.
 - 4. Drawing and Specification Reviews.
 - 5. Value Engineering Review and Meeting Minutes applicable to the Cx process.
- B. Construction Phase:
 - 1. Final Commission Plan.
 - 2. Commissioning Kick-Off meeting.
 - 3. Commissioning Meeting Minutes.
 - 4. Construction Meeting minutes of commissioning related topics.
 - 5. Submittal Review document.
 - 6. PFC Site Visit Reports including IRL and photographs.
 - 7. Duct Pressure Testing Report Document.

8. Pipe Pressure Testing Report Documents.
 9. Troubleshooting Meeting Minutes.
- C. Acceptance Phase:
1. Start-Up:
 - a. Blank Startup Review Document.
 - b. Site Visit Report on Witnessing of Startup.
 - c. Completed Startup Review Document.
 2. Test and Balance Document:
 - a. Blank TAB Review Document.
 - b. Site Visit Report on Witnessing of TA process.
 - c. Completed TAB Document Review.
 3. FPT Site Visit reports including IRL and photographs.
 4. Training Monitoring Review document.
 5. O&M Review document.
- D. Occupancy Phase:
1. Final Commissioning Report.
 2. Warranty review document

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SC – 37 Project Exhibits and Forms

Pre-Approved Offsite Stored Materials Checklist
Pre-Approved Onsite Stored Materials Checklist

Time Impact Analysis Summary
Time Impact Detail

01260A, Proposal Request
01260B, Change Order Request
01260E, Construction Change Directive

01770A, Contractor's Request for Substantial Completion Inspection
01770B, Notification of Readiness for Substantial Completion Inspection
01770C, Substantial Completion Inspection
01770D, Substantial Completion Inspection – Punch List
01770E, Letter Establishing Substantial Completion Date
01770F, Contractor's Request for Final Completion Inspection
01770G, Notification of Readiness for Final Completion Inspection
01770H, Letter Establishing Final Completion Date



PRE-APPROVED OFFSITE STORED MATERIALS CHECKLIST

PROJECT: Project No.: _____ Project Address: _____ OWNER: ARCHITECT: CPM: _____ GC: _____	Date: _____ Name of Subcontractor: _____ Address: _____ Phone: _____ Fax: _____ Contact: _____ Email: _____ Scope Of Work: _____
--	---

Please be advised that this checklist and supporting documentation must be submitted for review and approval for billing of any Pre-Approved Offsite Stored Materials. Subcontractor is fully responsible for all materials on this Project whether stored Offsite or Onsite

Offsite Stored Materials

Description of Materials	Comments
---------------------------------	-----------------

Type of Materials _____			
Required Use: _____			
Est. Ship Date to _____			
Jobsite: _____			
Location & Logistics	Applicable	N/A	Comments
Where is the Material Stored: _____			
Address: _____			
Proximity to Site: _____			
How is the Material Stored: _____			
Secured Storage / Warehouse Facility: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conditioned Facility & Enclosed Facility (If required for stated materials): <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Available for Inspection: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Inventory of Materials & Verification			
Qty of Materials _____			
Floor / Location: _____			
Provide Bill of Materials: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Detailed and Itemized Inventory List: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Photo Record / All Materials must be labeled properly and list the Project Name, Project Address and Project Number: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Confirm that your company will pay for all required travel and time associated with verification by the Owner/Architect/CPM and GC: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Insurance & Responsibilities			
Provide Certificate of Insurance covering value of goods in storage: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Surety Bond covering performance of warehouse (if not stored on Subcontractors/Vendor's property): <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If stored on Subcontractors/Vendor's property, provide certified affidavit: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Release of Liens for the value of materials stored: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor agrees that any monies disbursed for the stored materials will be used to pay for such materials before the next payment request: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor agrees to grant access and right of all materials to the Owner and GC in the event of a failure by Subcontractor/Vendor and storage/warehouse facility: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor agrees that it will be fully responsible for all stored materials, including theft, damage, and vandalism: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Certification
 I certify that the information submitted in this checklist is in fact true, correct and actually accounts for the value of said materials.

Signature: _____	Date: _____
Name & Title: _____	Company: _____

Checklist will be considered Void if the supporting documentation is not submitted accordingly



PRE-APPROVED ONSITE STORED MATERIALS CHECKLIST

PROJECT:	Date: _____
Project No.:	Name of Subcontractor: _____
Project Address:	Address: _____
OWNER:	Phone: _____
ARCHITECT:	Fax: _____
CPM:	Contact: _____
GC:	Email: _____
	Scope Of Work: _____

Please be advised that this checklist and supporting documentation must be submitted for review and approval for billing of any Pre-Approved Offsite Stored Materials. Subcontractor is fully responsible for all materials on this Project whether stored Offsite or Onsite

Offsite Stored Materials

Description of Materials			Comments
---------------------------------	--	--	-----------------

Type of Materials _____

Required Use: _____

Date delivered to _____

Jobsite: _____

Location & Logistics	Applicable	N/A	Comments
---------------------------------	-------------------	------------	-----------------

Where is the _____

Material Stored: _____

How is the Material _____

Stored: _____

Inventory of Materials & Verification	Applicable	N/A	Comments
--	-------------------	------------	-----------------

Qty of Materials _____

Floor / Location: _____

Provide Bill of Materials:

Provide Detailed and Itemized Inventory List:

Provide Photo Record / All Materials must be labeled properly and list the Project Name,

Project Address and Project Number:

Provide signed Transmittal and Chain of Custody (i.e. Sub to GC or Sub to Sub:

Insurance & Responsibilities	Applicable	N/A	Comments
---	-------------------	------------	-----------------

Provide Release of Liens for the value of materials stored:

Subcontractor agrees that any monies disbursed for the stored materials will be used to

pay for such materials before the next payment request:

Subcontractor agrees to participate with an on-site inspection for verification:

Subcontractor agrees that it will be fully responsible for all stored materials, including

theft, damage, and vandalism:

Certification	Applicable	N/A	Comments
----------------------	-------------------	------------	-----------------

I certify that the information submitted in this checklist is in fact true, correct and actually accounts for the value of said materials.

Signature: _____ Date: _____

Name & Title: _____ Company: _____

Checklist will be considered Void if the supporting documentation is not submitted accordingly

**TIME IMPACT ANALYSIS
SUMMARY SHEET (TIA)**

Agreement No: _____

Page ___ of ___

Agreement Project Title: _____

Design-Builder Company Name: _____

Title of Event Delayed: _____

Event Reference Number: _____

Event References (drawings, transmittals, CPEAMs, change orders,
correspondence, etc.):

(Continue on separate attachment if required)

Date of Approved Updated Schedule Used for Analysis

Schedule File Name: _____

Detailed Description of Cause of Delay:

(Continue on separate attachment if required)

Detailed Description of Work Delayed:

(Continue on separate attachment if required)

BROWARD COUNTY
FLORIDA
Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

Document 01260A – Proposal Request

To:

(Contractor)

Proposal Request No.: _____ Date: _____
--

Project No:

Project Title:

(One Proposal
request per form)

Facility Name:

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described below.

This is not a Change Order nor a direction to proceed with the Work described below.

Description: (Written description of the Work)

Attachments: (List attached documents that support description):

Project
Consultant:

By: (Signature)

Broward County Aviation Department
Proposal Request
V. 7/27/10

Document 01260A



Document 01260B – Change Order Request (Proposal)

To: _____
(Project Consultant)

Change Order Request No.: _____ Date: _____
--

Project No: _____
Project Title: _____ (One Request
Proposal) per form
Facility Name: _____

This Change Order Request (Proposal) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents based on Proposal Request No. ___ or other conditions which require this Proposal.

Description of Proposed Change:

Attachments

Reason for Change:

Does Proposed Change involve a change in Contract Sum or Time? Yes No
If yes: Proposed Change in Contract Sum: _____

Proposed Change in Contract Time: _____

Attached Pages: Proposal Worksheet Summary
 Proposal Worksheet Detail(s)

Contractor: _____ By: (Signature) _____

Attached is supporting information from: Subcontractor Supplier _____



Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

Document 01260E – Construction Change Directive

To: _____ (Contractor) Directive No.: _____ Date: _____

Project No: _____

Project Title: _____ (One Directive per form)

Facility Name: _____

Description of Directed Change:
You are hereby directed to make the following change(s) in this Contract:

Proposed Adjustments

- The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
 - Lump Sum Increase Decrease of \$ _____.
 - Unit Price of \$ _____ per _____.
 - As provided in Specification Section 01250, Contract Modifications.
 - As follows:
- The Contract Time is proposed to be adjusted remain unchanged. The proposed adjustment, if any, is an
 - increase of _____ days.
 - decrease of _____ days.

When signed by the Consultant and the County and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.
Project Consultant	Owner	Contractor
By: _____	By: _____	By: _____
Date	Date	Date



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Contractor's Request for Substantial Completion Inspection

To:
(Project Consultant)

Project No:
Project Title:
Facility Name:

Request No.:	_____	Date:	_____
<input type="checkbox"/>	Full Project		
<input type="checkbox"/>	Designated Portion (Attach Description)		

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

- The above named project or designated portion thereof will be substantially complete in accordance with the contract requirements and ready (excluding the attached list of deficiencies) for inspection on:

- The Date of Substantial Completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

- I have assembled and attached complete sets of Operations and Maintenance Manuals and other required closeout documents along with my Contractor's List of Deficiencies that will not preclude Substantial Completion. I have also attached my Time Extension Request for any delays related to this portion of the Work.
- Contractor and all of their subcontractors are up to date with all OCIP required documentation and/or Contractors' certificate of insurance is current and approved by Risk Management.
- Certificate of Completion was issued on _____

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

Distribution

- Project Consultant
 - Field Construction Manager
 - Contractor's Surety
 - CPM (if applicable)
 - PMO (if applicable)
- Attachments:**
- Contractor's List of Deficiencies
 - Applicable Closeout Documents
 - Time Extension Request (if applicable)

<p>Notice to Contractor</p> <p>Submit this form at least 10 calendar days prior to the requested inspection date to allow scheduling of the inspection.</p> <p>Neither the determination by the Project Consultant that the Work is substantially complete, nor the acceptance thereof by the Owner, shall preclude subsequent claims against the Contractor for Work not meeting the requirements of the Contract or the warranty of the Work.</p>
--



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Notification of Readiness for Substantial Completion Inspection

Instructions for Project Consultant's Use: Provide this completed letter to notify the Owner that the Work, or a designated portion thereof, is ready for the Owner's Substantial Completion Inspection.

To:
(CPM or RPR as applicable)

Project No:
Project Title:
Facility Name:
Contractor:

<p>Contractor's Request No.: _____ Date: _____</p> <p><input type="checkbox"/> Full Project</p> <p><input type="checkbox"/> Designated Portion (Attach Description)</p>

I have completed a preliminary site visit as a result of the Contractor's Request for Substantial Completion inspection and have found that:

The work, or designate portion thereof, will be ready to receive a Substantial Completion Inspection as requested by the Contractor on:

The work, or designated portion thereof, is not ready to receive a Substantial Completion Inspection. A listing of items which preclude Substantial Completion is attached to this letter.

Submitted By:

(Project Consultant)
Company Name & Address:

Phone:

Signature

Title

Distribution

- Aviation Asst Director Airport Development
- BCAD PM and CA
- CPM (if applicable)
- PMO (if applicable)
- Project File

Attachments:
Contractor's List of Deficiencies



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Substantial Completion Inspection

Project No:
Project Title:
Facility Name:

Inspection Date:
 Full Project
 Designated Portion (Attach Description)

Representation:

Contractor: _____	Phone: _____
Consultant: _____	Phone: _____
Using Agency: _____	Phone: _____
Airport Development Div: _____	Phone: _____
CPM or PMO (if applicable): _____	Phone: _____

The attached pages 2 through _____ list "punch items" noted as a result of the Substantial Completion Inspection, completed by the persons listed above.

The punch list items are of a nature that will allow occupancy of the premises and are issued as a final punch list. If any item on the punch list is inaccurate, notify the Airport Development Division's Project Manager immediately. These punch list items shall be corrected on or before the mutually agreed date of: _____.

The punch list items are of a nature that precludes occupancy of the premises by the County and **Substantial Completion is denied at this time.** Items on the attached page 2 must be completed prior to requesting a re-inspection.

Remarks:

Recommended By:

(CPM, Consultant, PMO and RPR as applicable)	Signature _____	Title _____
Firm Name _____		

Approved By (Broward County Airport Development Div):

(BCAD PM)	Signature _____	Title _____
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Accepted By:

(BCAD CA)	Signature _____	Title _____
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Distribution: Contractor, Consultant, CPM and PMO, RPR (as applicable), Project File



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Letter Establishing Substantial Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Substantial Completion of the Work or a designated portion thereof.

To:
(Contract Administrator)

Project No:
Project Title:
Facility Name:
Contractor:

Contractor's Request No.: _____ **Date:** _____
 Full Project
 Designated Portion (Attach Description)

On _____ we completed the Substantial Completion Inspection for the project, or designated portion thereof, listed above.

I hereby certify that the General Contractor achieved Substantial Completion and the project, or designated portion thereof, was ready for beneficial occupancy on the following date: _____.

The date of Substantial Completion is the last date of Substantial Completion for this project, or a designated portion thereof, requested by the Contractor pursuant to the request number listed above.

By:
(Project Consultant)

_____ Print Name Signature
Firm Name: _____

By:
(Contractor)

_____ Print Name Signature
Firm Name: _____

Distribution:
Director of Airport Development
BCAD CA or PM
Consultant
Contractor
Contractor Surety
CPM (if applicable)
RPR (if applicable)
PMO (if applicable)

For Airport Development Division Use Only
 Date is acceptable; letter is hereby placed in Project Files as an official record.

BCAD Project Manager



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Contractor's Request for Final Completion Inspection

To:
(Project Consultant)

Project No:
Project Title:
Facility Name:

Request No.:	_____	Date:	_____
<input type="checkbox"/>	Full Project	<input type="checkbox"/>	Designated Portion (Attach Description)

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

- The above named project or designated portion thereof will be substantially complete in accordance with the contract requirements and ready (including all punch list items) for inspection on:

- The Date of Final Completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

- I have attached a time extension request/change order proposal for any delays related to work required for completion of the punch list.

Submitted By:
Company Name &
Address:

Phone:

Signature

Title

Distribution
Project Consultant
BCAD PM and CA
Contractor's Surety
CPM (as applicable)
PMO (as applicable)
RPR (as applicable)

Attachments:
Time Extension Request/Change Order Proposal
(if applicable)

Notice to Contractor

Neither the determination by the Project Consultant that the Work is finally complete, nor the acceptance thereof by the Owner, shall preclude subsequent claims against the Contractor for Work not meeting the requirements of the Contract or the warranty of the Work.



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Notification of Readiness for Final Completion Inspection

Instructions for Project Consultant's Use: Provide this completed letter to notify the Owner that the Work, or a designated portion thereof, is ready for the Owner's Final Completion Inspection.

To:
(CPM or RPR as applicable)

Project No:
Project Title:
Facility Name:
Contractor:

<p>Contractor's Request No.: _____ Date: _____</p> <p><input type="checkbox"/> Full Project</p> <p><input type="checkbox"/> Designated Portion (Attach Description)</p>

I have completed a preliminary site visit as a result of the Contractor's Request for Final Completion inspection and have found that:

The work, or designate portion thereof, will be ready to receive a Final Completion Inspection as requested by the Contractor on:

The work, or designated portion thereof, is not ready to receive a Final Completion Inspection. A listing of items which preclude Final Completion is attached to this letter.

Submitted By:

(Project Consultant)
Company Name & Address:

Phone:

Signature

Title

Distribution

- Aviation Asst Director Airport Development
- Lead Design Consultant
- BCAD PM and CA
- CPM (if applicable)
- PMO (if applicable)
- RPR (as applicable)
- Project File

Attachments:
Contractor's List of Deficiencies



Broward County Aviation Department

Phone: (954) 359-6100
Fax: (954) 791-1514

Letter Establishing Final Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Final Completion of the Work or a designated portion thereof.

To:
(Contract Administrator)

Project No:
Project Title:
Facility Name:
Contractor:

Contractor's Request No.: _____ Date: _____
 Full Project
 Designated Portion (Attach Description)

On _____, _____ we completed the Final Completion Inspection for the project, or designated portion thereof, listed above.

I hereby certify that the General Contractor achieved Final Completion and the project, or designated portion thereof, was ready for beneficial occupancy on the following date:

The date of Final Completion is the last date of Final Completion for this project, or a designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this project was ready Finally Complete on the date of Final Completion listed above.

By:
(Project Consultant) _____
Firm Name _____

By:
(Contractor) _____
Firm Name _____

Distribution:
Aviation Asst Director, Airport Development
BCAD PM or CA
Consultant
Contractor
CPM (if applicable)
PMO (if applicable)
RPR (if applicable)
Project file
Contractor Surety

For Airport Development Division Use Only
 Date is acceptable; letter is hereby placed in Project Files as an official record.

BCAD Project Manager