



**BID/CONTRACT NO.: PNC2117690C1**

**CONSTRUCTION CONTRACT DOCUMENTS FOR THE FOLLOWING PROJECT**

**REHABILITATION OF NORTH AIRFIELD PAVEMENT AND EMAS BEDS**

**BETWEEN**

**BROWARD COUNTY, FLORIDA**

**AND**

**GENERAL ASPHALT CO., INC.**

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**NHC** NIELSON, HOOVER & ASSOCIATES

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

**January 24, 2019**

**Broward County Purchasing Department  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301**

**Re: General Asphalt Co., Inc.**

Bond no. SU1146389

Project: Rehabilitation of N. Airfield Pavements and EMAS Beds at FLL

To Whom It May Concern;

Please allow this letter to serve as formal authorization for Broward County Purchasing Department to date the captioned bond and Power of Attorney to coincide with the Contract Date. Please advise our office once dated.

Thank you and if you have any questions or need additional information, please feel free to contact our office anytime.

Sincerely,

Gicelle Pajon  
Contract Bond Specialist

8000 Governors Square Boulevard

Suite 101

Miami Lakes, FL 33016

P: 305.722.2663

F: 305.558.9650

[www.nielsonbonds.com](http://www.nielsonbonds.com)

**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 \_\_\_\_\_, 2019, and Contractor, signing by and through its \_\_\_\_\_, duly authorized to execute same.

<p>ATTEST: Broward County Administrator, as ex-officio Clerk of the Broward County Board of County Commissioners</p> <p>_____ Date</p> <p><u>Bertha Henry</u> Print Name</p>	<p>BROWARD COUNTY:</p> <p>_____ Date</p> <p>Mayor or Vice-Mayor</p> <p>_____ Date</p> <p>Print Name</p>
<p>COUNTY RISK MANAGER: Approved as to surety company qualifications, insurance requirements and insurance documentation.</p> <p><u>Rounall</u> 2/4/19 _____ Date</p> <p><u>Tracy Meyer, Esq.</u> Print Name</p>	<p>COUNTY ATTORNEY: Approved as to form by Andrew J. Meyers Broward County Attorney Aviation Office 2200 SW 45<sup>th</sup> Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecofner: (954) 359-1292</p> <p><u>[Signature]</u> 1/28/19 _____ Date</p> <p>Senior Assistant County Attorney</p> <p><u>Alexander J. Williams, Jr., Esq.</u> Print Name</p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p><u>Curtis Simpson</u> 1/25/19 _____ Date</p> <p>Witness</p> <p><u>CURTIS SIMPSON</u> Print Name ASSIST SECTY</p> <p>_____ Date</p> <p>Witness</p> <p>_____ Date</p> <p>Print Name</p>	<p>CONTRACTOR:</p> <p>General Asphalt Co., Inc.</p> <p>_____ Name of Contractor</p> <p><u>[Signature]</u> _____ Signature</p> <p>Robert A. Lopez Sr., President _____ Print Name and Title of Signer</p> <p>Day of <u>1/25</u>, 2019</p>



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### SUMMARY OF TERMS AND CONDITIONS

**NOTE: THIS SUMMARY OF TERMS AND CONDITIONS LISTED BELOW ARE A PART OF THE CONTRACT AND INTENDED TO BE READ TOGETHER WITH THE ARTICLES REFERENCED. IN THE EVENT OF A DISCREPANCY THE SUMMARY OF TERMS AND CONDITIONS SHALL GOVERN.**

Article	Description	Unit
GC 3	Mobilization/Preconstruction Work (Phase 1)	45 Days from 1 <sup>st</sup> NTP
GC 41	Substantial Completion	360 Days from the Project Initiation Date set in NTP 2
	Final Completion	60 Days from Substantial Completion
3, GC 40	Liquidated Damages for each calendar day after time specified in First Notice to Proceed	\$ 0 per day
3, GC 40	Liquidated Damages for each calendar day after time specified for Substantial Completion	See individual Phase Liquidated Damages
3, GC 40	Liquidated Damages for each calendar day after time specified for Final Completion	\$ 5,000 per day
3, GC 40	Liquidated Damages (LDs) for each calendar day after time specified for Phase:	<p><b>SEPARATE NTP'S WILL BE ISSUED TO COMMENCE PHASE 2 AND PHASE 3 WORK</b></p> <p>Phase 2, Taxiway Alpha Rehab, <b>90 consecutive calendar days from NTP #2</b>. No separate LD for Phase 2, however any Phase 2 work not completed on time will be added to Phase 4 and then subject to LDs.</p> <p>Phase 3 A/B, completion of Runway 10L-28R so that it is approved by BCAD Operations and the FAA for air traffic, <b>120 consecutive calendar days from NTP #3</b>. LDs - <b>\$100,000 per day for the first 30 days, \$150,000 per day thereafter.</b></p>

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Article	Description	Unit
		<p>Phase 3C, Substantial Completion of Taxiway Bravo/Charlie West End. <b>120 consecutive calendar days from NTP #3 (inclusive and concurrent with work in Phase 3 A/B); LDs - \$10,000 per day.</b></p> <p>Phase 3D, Substantial Completion of Taxiway Bravo 4. <b>135 consecutive calendar days from NTP #3 (inclusive and concurrent with work in Phase 3 A/B/C); LDs - \$5,000 per day. LDs for Phase 3D are cumulative and stackable.</b></p> <p>Phase 3E, Substantial Completion of Taxiway Bravo 8. <b>150 consecutive calendar days from NTP #3 (inclusive and concurrent with work in Phase 3 A/B/C/D); LDs - \$5,000 per day. LDs for Phase 3E are cumulative and stackable.</b></p> <p><b>A SEPARATE NTP MAY NOT BE ISSUED TO COMMENCE PHASE 4 WORK.</b></p> <p>Phase 4, Substantial Completion of Taxiway Bravo from B1 to Delta shall commence upon completion of Phase 3C. If the time to complete Phase 3C has run, County reserves the right to issue a separate NTP for Phase 4 work. <b>150 consecutive calendar days from NTP #3; LDs - \$5,000 per day. LDs for Phase 4 are cumulative and stackable.</b></p>
	Contractor self-performing percent of Contract Price	25%

Article	Description	Unit
GC 40	Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.	\$12,638.00 per day
GC 40	Incentive Completion Bonus	For early completion of all of Phase 3A/B/C, together with Runway opening, up to <b>\$1,500,000</b>
7.5	The parties designate the following as the respective places for giving of notice:	For County:
		Director of Airport Development 2200 SW 45th Street, Suite #101, Dania Beach, FL 33312
		For Contractor:
	General Asphalt Co., Inc. Robert A. Lopez, Sr., President 4850 NW 72 <sup>nd</sup> Avenue Miami, Florida 33166	
GC 50, Special Provision 1	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise (DBE) goal commitment (23%)	As awarded 24.03%
	LEED Category	N/A or Certified, Gold, or Platinum
	Allowance: Permitting fees and regulatory agency fees.	\$175,000.00
Contract Price		\$68,269,430.00
Notice of Award		\$68,444,430.00

This is a Construction Contract ("Contract"), between Broward County, a political subdivision of the State of Florida ("County"), and General Asphalt Co., Inc. ("Contractor") (collectively referred to as the "Parties"), for the goods and services set forth herein, including rehabilitation of Runway 10L-28R including full keel replacement, portions of Taxiways Alpha, Bravo, reconfiguration of Taxiway connectors, drainage and electrical improvements, replacement of Engineering Material Arresting System (EMAS) for each runway end and modifications to existing FAA facilities.

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

#### **ARTICLE 1 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 established to reimburse Contractor for cost expended for a specific purpose related to this contract.
- 1.2 Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3 Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
- 1.4 Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work, issued 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 the Contractor for evaluation in accordance with the Contract Documents.
- 1.6 Consultant: Architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.
- 1.7 Contract Administrator: The ranking managerial employee of the agency of County government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.
- 1.8 Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 7 of this

Contract, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

1.9 Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10 Contract Time: The original time between Project Initiation Date and Substantial Completion, including any milestone dates thereof, established in by this Contract, as may be amended by Change Order.

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

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

1.13 County or Owner or Sponsor: Broward County, Florida; provided however, in the event County exercise 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 the Contract.

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

1.15 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.

1.16 Field Order: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

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

1.18 Materials: Materials incorporated in this Project or used or consumed in the performance of the Work.

1.19 Notice(s) to Proceed: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.20 Overhead and Profit: All Contractor's costs associated with insurance premiums, supervisor, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch person, small tools, equipment or machinery, utilities, office rent, storage rental cost, 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 expense or any cost incurred that may be allocated from offices of the Contractor or any of its Subcontractors, 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, cost to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, cost of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinance, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.

1.21 Plans or Drawings: The official graphic representations of this Project that are a part of the Contract Documents.

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

1.23 Project Initiation Date: The date upon which the Contract Time commences.

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

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

1.26 Surety: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or

individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.27 Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 2 SCOPE OF WORK**

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

## **ARTICLE 3 CONTRACT TIME**

3.1 Contractor shall be instructed to commence the Work by written instruction in the form of Notices to Proceed issued by the County. The First Notice to Proceed will not be issued until Contractor's submission to County of all required documents and after execution of the Contract by both parties.

3.2 First Notice to Proceed.

3.2.1 Preconstruction Work shall be commenced within five (5) calendar days after the issuance of the First Notice to Proceed. Contractor shall have five (5) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, County may assess Liquidated Damages. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.2.2 After issuance of the First Notice to Proceed, and before the County issues a Second and subsequent Notices to Proceed, Contractor shall submit to County all of the following items for County's approval:

3.2.2.1 A project schedule in compliance with the requirements of the Contract.

3.2.2.2 A preliminary schedule of planned Shop Drawing and submittal submissions;

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

3.2.2.4 Utility coordination schedule: Contractor shall be responsible to meet and coordinate with all utility owners as it relates to the Work and secure from

them a schedule of utility relocation, as applicable. County shall not be responsible for the nonperformance by the utility owners.

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

3.2.2.6 Airport Utility Registration Application, if applicable.

3.2.3 Preconstruction Meeting: After receipt of all items identified above, a Preconstruction Meeting will be held to discuss procedures for conducting the Work, including but not limited to designating individuals to receive communications; for required submissions, inspections and approvals; for processing Applications for Payment; and to establish a working understanding among the parties as to the Work.

### 3.3 Second and Subsequent Notices to Proceed.

3.3.1 After the Preconstruction Meeting, Contractor may begin to perform the Work specified in the Second Notice to Proceed.

3.3.2 Time is of the essence throughout this Contract. The Work shall be substantially completed within the time set forth in the Summary of Terms and Conditions, specified in the Second and subsequent Notices to Proceed.

3.3.3 Upon failure of Contractor to substantially complete the Contract and interim milestones within the specified period of time, plus approved time extensions, County shall deduct from monies otherwise due Contractor a liquidated amount assessed daily until Substantial Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.3.4 After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified for Final Completion, County shall deduct from monies otherwise due Contractor a liquidated amount assessed daily until Final Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

3.3.5 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.

3.4 The liquidated amounts are not penalties but are Liquidated Damages to County for costs incurred due to Contractor's untimely performance. Liquidated Damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. By submitting a bid, Contractor acknowledges that the amounts established for Liquidated Damages for

preconstruction Work, Substantial Completion, Final Completion, and any intermediate milestones, are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. Contractor waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the County as a result of Contractor's untimely performance.

3.5 County is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.

3.6 Contractor shall be responsible for reimbursing County, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between County and Consultant, a copy of which is available upon request of the Contract Administrator. 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 Consultant and agreed to by County.

#### ARTICLE 4 CONTRACT SUM

4.1  This is a Unit Price Contract.\*

4.1.1 County shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2 Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2  This is a Lump Sum Contract.\*

4.2.1 County shall pay to Contractor for the performance of the Work described in the Contract Documents, the total price stated as awarded.

4.2.2 Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in

the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

**\*Note:** Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case all subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by County.

#### ARTICLE 5      PROGRESS PAYMENTS

5.1 Contractor may make Application for Payment for Work completed during the Project at intervals of not more than once a month. Contractor's application shall show a complete breakdown of the Project components, the quantities completed, and the amount due, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment an updated progress schedule acceptable to Consultant as required by the Contract Documents, a Certification of Payments to Subcontractors Form, a statement indicating the cumulative amount of DBE participation to date, and a release of claims relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Kimley-Horn and Associates  
600 North Pine Island Road, Suite 450  
Plantation, Florida 33324

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the Contractor may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the requirements of this Contract, the County shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the Contractor submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between County and the Contractor cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of the General Conditions.

5.2 Ten percent (10%) of all monies earned by Contractor shall be retained by County until Final Completion and acceptance by County in accordance with Article 6, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant, and Contractor shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of County.

#### **ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT**

6.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) calendar days. If Consultant and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

6.2 Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form, which must be signed and notarized by Contractor. A list of all noncertified sub-vendors used must be attached to this certified document.

6.3 If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certificate of Consultant, and without terminating this Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.4 Final payment shall be made only after the County's Director of Purchasing or Board of County Commissioners, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

## ARTICLE 7 MISCELLANEOUS

7.1 Contract Documents and Priority of Provisions. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated in the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the Supplemental General Conditions, or the General Conditions shall prevail (in that order) and be given effect. For coordination of contract, plans and specifications, also see FAA provision 50-03.

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

7.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. This Contract shall not constitute or make the Parties a partnership or joint venture.

7.4 Third Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Contract. Therefore, the Parties agree that there are no third party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly states any such rights or remedies).

7.5 Notices. In order for a notice to a party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this Section unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**FOR COUNTY:**

Director of Airport Development  
2200 SW 45th Street  
Suite #101  
Dania Beach, Florida 33312

**FOR CONTRACTOR:**

Robert A. Lopez Sr., President  
General Asphalt Co. Inc.,  
4850 NW 72<sup>nd</sup> Avenue  
Miami, Florida 33166

7.6 Assignment and Performance. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions.

Contractor represents that each person and entity that will provide services under this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all services under this Contract shall be performed in a skillful and respectable manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

7.8 No Waiver. County's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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

7.10 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER**

**PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT 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. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**

7.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

7.12 Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

7.13 Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Contractor's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

7.14 Additional Security Requirements. Contractor will comply with the provisions pertaining to Airport Projects including Airport Security Requirements attached hereto and incorporated herein as Special Provision 5.

7.15 Federally Funded Contracts. Contractor certifies and represents that it will comply with the Federal Aviation Administration Contract Requirements attached hereto and incorporated herein as Special Provision 4.

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## GENERAL CONDITIONS

### ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall preserve and always keep accessible a set of Contract Documents to Consultant and Consultant's authorized representatives.

### ARTICLE 2 INTENTION OF COUNTY

It is the intent of County to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from this Contract as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. County shall have no duties other than those duties and obligations expressly set forth within this Contract.

### ARTICLE 3 PRELIMINARY MATTERS

3.1 At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1 A progress schedule in the indicated form:

- Bar Chart
- Modified CPM
- CPM
- Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment and shall be acceptable to Consultant.

3.1.2 A preliminary schedule of Shop Drawing submissions; and

3.1.3 In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts 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 which will be confirmed in writing by Contractor at the time of submission.

Such prices shall be broken down to show labor, equipment, materials, and overhead and profit.

3.1.4 After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor County shall be responsible for the nonperformance by the utility owners.

3.2 At a time specified by Consultant but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.

3.3 Within ten (10) days from the First Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Ten (10) days thereafter, Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by County or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or County responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to subsection 3.1.3 above must be acceptable to Consultant as to form and substance.

#### **ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND**

4.1 Within fifteen (15) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond. Each Bond 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 Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

4.2 Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that Contractor will, upon notification by County, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of this Contract.

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

#### **ARTICLE 5 QUALIFICATION OF SURETY**

5.1 Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

5.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2 The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. Section 223.10, Section 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

5.1.3 The surety company shall have at least the following minimum ratings. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

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

5.2 For projects which do not exceed Five Hundred Thousand Dollars (\$500,000.00), County may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

5.3 More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this Article shall apply.

**ARTICLE 6 INDEMNIFICATION**

Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor 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. These indemnifications shall survive the term of this Contract.

**ARTICLE 7 LABOR AND MATERIALS**

7.1 Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.2 Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

#### **ARTICLE 8 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

#### **ARTICLE 9 WEATHER**

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 39. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions. Weather related delays will be granted only after the time identified in Sections 40.8 and 40.9 have been utilized and the project is experiencing abnormal conditions.

#### **ARTICLE 10 PERMITS, LICENSES, AND IMPACT FEES**

10.1 Except as otherwise provided within the Special Instructions for Vendors, all licenses required by federal, state or local laws, rules, and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

10.2 Permit and Impact fees levied by any public agency shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the fee levied by the public agency as evidenced by an invoice or other acceptable documentation issued by the public agency. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

#### **ARTICLE 11 RESOLUTION OF DISPUTES**

11.1 To prevent all disputes and litigation, it is agreed by the Parties hereto that, Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of this Contract 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, this Contract and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 11.2. Any claim, question, difficulty, or dispute which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather

information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of this Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

11.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, 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. Within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

## **ARTICLE 12 INSPECTION OF WORK**

12.1 Consultant and County shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

12.1.1 Should this Contract, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

12.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, County shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

12.2 Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, this Contract, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

12.3 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 Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

### **ARTICLE 13 PROSECUTION OF THE WORK, SUPERINTENDENCE AND SUPERVISION**

13.1 Contractor shall furnish sufficient forces, 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 Representative, the Contractor, due to its own action, falls behind in meeting the baseline schedule as reflected in the contract documents, the Contractor shall take such steps as may be necessary to improve its progress, and the County Representative may require the Contractor 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.

13.2 The orders of County are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time, competent, English-speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

13.3 On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of County, Consultant, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by County and Consultant.

13.4 The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

13.5 If Contractor, in the course of prosecuting the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk.

13.6 Contractor 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 this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

#### **ARTICLE 14 COUNTY'S RIGHT TO TERMINATE CONTRACT**

14.1 If Contractor fails to begin the Work within fifteen (15) 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 Contractor shall fail to perform any material term set forth in this Contract, or if Contractor 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, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, the Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then County's awarding authority for this Contract may, upon written certificate from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition County may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Contractor shall be liable and shall pay to County the amount of said excess.

14.2 If, after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor

shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 14.3 below.

14.3 This Contract may be terminated for convenience in writing by County upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 38. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services which have not been performed.

14.4 Upon receipt of Notice of Termination pursuant to Sections 14.1, 14.3, or 14.5, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

14.5 This Contract may also be terminated by the Board:

14.5.1 Upon the disqualification of Contractor as a DBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as DBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

14.5.2 Upon the disqualification of Contractor by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

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

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

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

## ARTICLE 15 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with County shall entitle County to terminate this Contract for cause.

## ARTICLE 16 PROJECT RECORDS AND RIGHT TO AUDIT

16.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this Article may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

16.2 County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate work space. Contractor shall provide County with reasonable access to the Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with County's code of ethics

- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by the Contractor including subcontractors, or any of its other payees.

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

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

16.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Article.

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

16.5 If an audit inspection or examination in accordance with this Article discloses overpricing or overcharges to County of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

#### **ARTICLE 17 RIGHTS OF VARIOUS INTERESTS**

Whenever work being done by County's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

#### **ARTICLE 18 EXPLOSIVES**

The utilization of explosives will not be allowed in this contract.

#### **ARTICLE 19 DIFFERING SITE CONDITIONS**

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on this Contract and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 11. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.**

#### **ARTICLE 20 PLANS AND WORKING DRAWINGS**

County, through Consultant, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

**ARTICLE 21 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA**

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in this Contract unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

**ARTICLE 22 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS**

22.1 Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 29.

22.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County, except as provided in Article 29.

**ARTICLE 23 WARRANTY**

Contractor warrants to County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 25 herein.

**ARTICLE 24 SUPPLEMENTARY DRAWINGS**

24.1 When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

24.2 The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

**ARTICLE 25 DEFECTIVE WORK**

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

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

25.3 If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Contract, including, but not limited to, Article 23 hereof and any claim regarding latent defects.

25.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to final acceptance.

#### **ARTICLE 26 TAXES**

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

#### **ARTICLE 27 SUBCONTRACTS**

27.1 Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall have a continuing obligation to notify the Contract Administrator and Consultant of any change in Subcontractors.

27.2 Contractor shall not employ any subcontractor against whom County or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.

27.3 Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

27.4 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of County.

27.5  Contractor shall perform the Work with its own organization, amounting to not less than **25 percent** of the Contract Price.

#### **ARTICLE 28 SEPARATE CONTRACTS**

28.1 County reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

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

28.3 Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

28.4 To insure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

#### **ARTICLE 29 USE OF COMPLETED PORTIONS**

29.1 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 this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by County.

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

29.2.1 County shall give notice to Contractor in writing at least two (2) calendar days prior to County's intended occupancy of a designated area.

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

29.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages and start of warranty for the occupied area.

29.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

#### **ARTICLE 30 LANDS OF WORK**

30.1 County shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by County for the use of Contractor.

30.2 Contractor shall provide, at Contractor's own expense and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to County copies of written permission obtained by Contractor from the owners of such land.

#### **ARTICLE 31 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

#### **ARTICLE 32 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES**

32.1 Utility lines in the Project area have been shown on the plans. However, County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

32.2 Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

32.3 Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to Contractor for any loss of time or delay.

32.4 All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of Contractor. All such repairs made by Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

#### **ARTICLE 33 VALUE ENGINEERING**

Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and County and shall be processed as a deductive Change Order. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

#### **ARTICLE 34 PAYMENT BY COUNTY FOR TESTS**

Except when otherwise specified in this Contract, the expense of all tests requested by Consultant shall be borne by County and performed by a testing firm chosen by the County. The procedure for making tests required by Consultant will be in conformance with the current edition of the

Federal Aviation Administration (FAA) Airport Construction Standards (AC 150/5370-10) unless otherwise specified.

#### **ARTICLE 35 CHANGE IN THE WORK OR TERMS OF CONTRACT**

35.1 Without invalidating this Contract and without notice to any surety, County reserves and shall have the right from time to time to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

35.2 Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This Section shall not prohibit the issuance of Change Orders executed only by County as hereinafter provided.

#### **ARTICLE 36 CHANGE ORDERS**

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

36.2 Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the County. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

36.3 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 this Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to Consultant as set forth in Article 11 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by County, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor'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.

36.4 On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

36.5 Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County.

#### **ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS**

37.1 The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

37.2 Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning this Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

#### **ARTICLE 38 VALUE OF CHANGE ORDER WORK**

38.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

38.1.1 Where the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 38.7.

38.1.2 By mutual acceptance of a lump sum which Contractor and County acknowledge contains a component for overhead and profit.

38.1.3 On the basis of the "cost of work," determined as provided in Sections 38.2 and 38.3, plus a Contractor's fee for overhead and profit which is determined as provided in Section 38.4.

38.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 38.3.

38.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by County and Contractor. 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' 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, on Sunday or legal holidays, shall be included in the above to the extent authorized by County.

38.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor 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 Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

38.2.3 Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by County, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine, with the advice of Consultant, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

38.2.4 Cost 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 only if pre-approved in writing by the Contract Administrator.

38.2.5 Supplemental costs including the following:

38.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

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

38.2.5.3 Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

38.2.5.4 Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.

38.2.5.5 The cost of utilities, fuel and sanitary facilities at the site.

38.2.5.6 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.

38.2.5.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

38.3 The term "cost of the work" shall not include any of the following:

38.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor 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 subsection 38.2.1, all of which are to be considered administrative costs covered by Contractor's fee.

38.3.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

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

38.3.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

38.3.5 Costs due to the negligence or neglect of Contractor, 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.

38.3.6 Other overhead or general expense costs of any kind.

38.4 Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

38.4.1 A mutually acceptable fixed fee, or if none can be agreed upon; or

38.4.2 A fee based on the following percentages of the various portions of the cost of the work:

38.4.2.1 For costs incurred under subsections 38.2.1 and 38.2.2, Contractor's fee shall not exceed ten percent (10%).

38.4.2.2 For costs incurred under subsection 38.2.3, Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

38.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 38.2.4 and 38.2.5 (except subsection 38.2.5.3) and Section 38.3.

38.5 The amount of credit to be allowed by Contractor 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, Contractor shall not be entitled to claim lost profits for any Work not performed.

38.6 Whenever the cost of any Work is to be determined pursuant to Sections 38.2 and 38.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

38.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty five percent (25%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

38.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

38.8.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

38.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

38.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

**ARTICLE 39 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE**

39.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that

the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) calendar days from the date of impasse in accordance with Article 11. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

39.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefor as provided herein. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

#### **ARTICLE 40 NO DAMAGES FOR DELAY, NON-EXCUSABLE AND EXCUSABLE DELAYS**

40.1 Except as provided in this Article, Contractor shall not be entitled to any 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 except as provided herein. Contractor 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 delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference, not merely negligence, on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

40.2 Contractor shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of Contractor to comply with all requirements as to any particular event of Project Delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all Claims resulting from that particular event of Project delay.

40.3 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 Contractor or any Subcontractor, materialman, supplier or vendor to Contractor. Delays in obtaining permits caused by Contractor's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject Contractor to Liquidated Damages.

40.4 Excusable Delay. An Excusable Delay may be compensable or non-compensable. Contractor shall be entitled to Liquidated Indirect costs for Compensable Excusable Delay, in accordance with the Contract Documents.

40.5 When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time. When the Excusable Delay is caused by authorized changed Work, the cost of the changed Work and the Excusable Delay shall be included in the same Change Order or CPEAM.

40.6 Compensable Excusable Delay:

40.6.1 The Delay is caused by circumstances beyond the control of Contractor or its Subcontractors, materialmen, suppliers or vendors, and

40.6.2 Caused solely by fraud, bad faith or active interference, not merely negligence, on the part of County or its agents, and

40.6.3 The Delay is not concurrent with a Non-Compensable Delay.

40.7 Non-Compensable Excusable Delay:

40.7.1 Contractor shall be entitled only to a time extension and no further compensation for Non-Compensable Excusable Delay.

40.7.2 Non-Compensable Excusable Delay may be caused by circumstances beyond the control of Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the County and the Consultant, such as delay(s) caused by the permitting agencies, to the extent that such delays were not caused by Contractor, or

40.7.3 Non-Compensable Excusable Delay may be caused jointly or concurrently by Contractor or its Subcontractors, materialmen, suppliers or vendors and by the County or the Consultant, or

40.7.4 Non-Compensable Excusable Delay may be caused by performance of additional unit price Work that extends the Contract Time.

40.8 Subject to Section 40.9, weather may be grounds for Non-compensable Excusable Delay when rains or other inclement weather conditions and resulting adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted updated progress schedule.

40.9 The established construction time, by calendar day, incorporated into the contract documents includes a normal seasonal weather pattern in which weather-related delay days can be expected. The normal seasonal weather pattern has been computed based on a 10-year average rainfall pattern as determined by the U.S. Department of Commerce, National Oceanic

and Atmospheric Administration for the Fort Lauderdale International Airport reporting station. The number of rain days incorporated by month into the contract schedule is as follows:

Month	Weather Related Delays
January	2
February	2
March	2
April	2
May	3
June	3
July	4
August	5
September	4
October	3
November	2
December	2

Contractor shall not be allowed a Non-Compensable Excusable Delay related to weather until the aggregate days identified have been expended.

40.10 In no event shall Contractor be excused for interim Delays which do not extend the Contract Time or milestones.

40.11 Nothing in this Contract shall be construed as waiving County's right to Liquidated Damages for delays due to failure of Surety, Delays as a result of Contractor's failure to carry out the instructions of the County, or for any other Delays not specifically deemed to be Excusable Delay.

40.12 The Incentive Completion Date for Phase 3/A/B/C is 120 calendar days after issuance of Notice to Proceed #3. Notwithstanding any provisions of the Construction Contract Documents to the contrary, this Incentive Completion Date shall not be adjusted for any reason, cause, or circumstance whatsoever, regardless of fault, save and except for a declared state of emergency by the County Administrator, directly and substantially affecting the Project.

40.13 There shall be an Incentive Completion Bonus in a total amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the early completion of Phase 3 A/B/C, which may be earned by Contractor only as set forth in this Article. The amount is in excess of the amount(s) set forth in the Contract. Subject to the terms and conditions set forth in this Article:

40.13.1 County will pay Contractor the amount of \$75,000 for each calendar day, up to a maximum of twenty (20) days, the date of achieving the Substantial Completion of Phase 3 A/B/C and the authorized approved reopening of Runway 10L-28R for flight activity precedes the Incentive Completion Date.

40.14 In order to claim the Incentive Completion Bonus, Contractor shall provide County with Notice in writing, within thirty (30) days after Substantial Completion of Phase 3 A/B/C and the authorized approved reopening of Runway 10L-28R for flight activity, of its election to be paid any portion of the Incentive Completion Bonus. The Notice shall constitute a condition precedent to County's obligation to pay any portion of the Incentive Completion Bonus.

Phase	General Scope	Work Hours	Phase Length (Calendar Days)	Liquidated Damages (Per Day)	Comments
1	Mobilization /Pre-con	N/A	45 days from NTP #1	N/A	No construction activity
2	Taxiway Alpha Rehab	24/7	90 days from NTP #2	N/A	Contractor sets work hours. There are no limitations on work hours. Work not completed timely will become part of Phase 4
3/A/B	Runway 10L-28R	24/7	120 days from NTP #3	\$100,000 for first 30 days, \$150,000 thereafter	Contractor sets work hours. There are no limitations on work hours.
3C	Taxiway Bravo/Charlie West End	24/7	120 days from NTP #3	\$10,000	The intent is to open 3C when Phase 3A/B is completed. However, if Runway can open without 3C being completed, this Phase will be subject to separate liquidated damages indicated. <b>Note, completion of 3C with 3A/B is required to achieve Incentive Bonus.</b>

3D	Taxiway Bravo 4	24/7	135 days from NTP #3	\$5,000	The intent is to open 3D when Phase 3A/B is completed. However, if Runway can open without 3D being completed, Contractor will be allowed the time indicated to complete the phase.
3E	Taxiway Bravo 8	24/7	150 days from NTP #3	\$5,000	The intent is to open 3E when Phase 3A/B is completed. However, if Runway can open without 3E completed, Contractor will be allowed the time indicated to complete the phase.
4	Taxiway Bravo from B1 to Delta	24/7	150 days	\$5,000	Work and time to complete commences upon completion of Phase 3C. If the time to complete Phase 3C has run, County reserves the right to issue separate NTP for Phase 4 work.
Total Contract Time			360		For substantial completion, excluding pre-con
<b>Note</b>					
	<p>a) Refer to Construction Documents plan sheet PH. 1.0, Overall Phasing Plan for a project phasing summary and sheets PH 2.0 thru PH 4.A for individual phase description</p> <p>b) Liquidated damages to be assessed for each calendar day for work performed outside the specified allotted time and not complete within number of days allotted</p> <p>c) Subject to the limits and conditions above in this Article 40, incentives will be paid for each <u>full</u> calendar day the Runway is useable for flight operations in advance of the allotted time. BCAD operations and FAA shall make the final determination as to the usability of the Runway.</p>				

40.15 The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including but not limited to, work performed, work deleted,

change orders, amendments, delays, disruptions, differing site conditions, utility conflicts, design changes, defects, time extensions, extra work, right of way issues, permitting issues, action of suppliers, subcontractors, other contractors, third parties, or County, shop drawing approval process delays, expansion of the physical limits of the Project, weather, weekends, holidays, suspensions of operations, or other such events, forces or factors. Such delays or events and their potential impacts on performance by Contractor are specifiable, contemplated, and acknowledged by the parties in entering into this Contract, and may affect Contractor's Contract Time for achieving Substantial or Final Completion but SHALL NOT change or cause any adjustment to the Incentive Completion Date.

40.16 In the event of a declared state of emergency, directly and substantially affecting the Project, County shall determine the number of calendar days to extend the Incentive Completion Date to be used in calculation of the Incentive Completion Bonus, and Contractor shall have no right whatsoever to contest such determination, save and except that Contractor establishes that the number of calendar days determined by County were arbitrary or without any reasonable basis.

40.17 The failure to provide written Notice set forth in Section 40.14, shall constitute a full and complete waiver, release and acknowledgement of satisfaction by Contractor of any and all claims, disputes, or controversies, of any nature or kind whatsoever, known or unknown, against County, its employees, officers, agents, representatives, consultants, and their respective employees, officers, and representatives, Contractor has or may have, including, BUT NOT LIMITED TO, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, action of suppliers or Subcontractors or other contractors, action by third parties, shop drawing approval process delays, expansion of the physical limits of the Project, weather, weekends, holidays, suspensions of Contract Time, extended or unabsorbed home office or job site overhead, lost profits, prime mark-up on Subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances, or potential damages, on or pertaining to, or as to or arising out of this Contract through the date of Notice. This waiver, release and acknowledgement of satisfaction shall be all-inclusive and absolute, save and except any routine County final estimating quantity adjustments.

40.18 Any and all costs or impacts whatsoever incurred by Contractor in an effort to achieve Final Completion prior to the Incentive Completion Date, regardless of whether Contractor successfully does so or not, shall be the sole responsibility of Contractor in every instance. Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Article.

#### **ARTICLE 41 SUBSTANTIAL COMPLETION**

When Contractor considers that the Work, or a portion thereof designated by County pursuant to Article 29 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines

that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion. The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

#### **ARTICLE 42 NO INTEREST**

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

42.2 If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

#### **ARTICLE 43 SHOP DRAWINGS**

43.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with this Contract.

43.2 Within ten (10) calendar days after the First Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

43.3 After the approval of the list of items required in Section 43.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

43.4 Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

43.5 If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

43.6 Consultant shall review and approve Shop Drawings within seven (7) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by this Contract and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

43.7 No approval will be given to partial submittals of Shop Drawings for items which interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.

43.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

43.9 Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

43.10 Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

#### **ARTICLE 44 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

44.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

44.2 Contractor 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 and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

44.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to County Contractor's record drawings or as-built drawings acceptable to Consultant.

#### **ARTICLE 45 SAFETY AND PROTECTION**

45.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

45.1.1 All employees on the work site and other persons who may be affected thereby;

45.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

45.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

45.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in subsections 45.1.2 and 45.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to County and Contractor that the Work is acceptable except as otherwise provided in Article 29.

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

45.4 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.

**ARTICLE 46 PROJECT SIGN**

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

**ARTICLE 47 CLEANING UP; COUNTY'S RIGHT TO CLEAN UP**

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, County may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, County may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

**ARTICLE 48 HURRICANE PRECAUTIONS**

48.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the Contractor, at no cost to the County, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same.

48.2 Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

48.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, once the allowance for normal weather related delays have been utilized per Article 40, and shall not give rise to a claim for compensable delay.

**ARTICLE 49 REMOVAL OF EQUIPMENT**

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by County, shall promptly remove any part or all of Contractor'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 Contractor.

**ARTICLE 50 EEO AND DBE COMPLIANCE**

50.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. Contractor shall comply

with all requirements of the CBE/DBE Program, as applicable, in the award and administration of this Contract. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit County to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

50.2 Contractor shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

50.3 Contractor will comply with the Title VI Civil Rights Act of 1964 and List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this permit.

50.4 This Contract incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

50.5 Contractor shall include the foregoing or similar language in its contracts with any subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

50.6 Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

## ARTICLE 51 PUBLIC RECORDS

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

51.1 Keep and maintain public records required by County to perform the services under this Contract;

51.2 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;

51.3 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 Contract and following completion or termination of this Contract if the records are not transferred to County; and

51.4 Upon completion or termination of this Contract, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Contactor transfers the records to County, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor 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 Contactor to comply with the provisions of this Article shall constitute a material breach of this Contract entitling County to exercise any remedy provided in this Contract or under applicable law.

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

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

any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2557, [avaddoccontrol@broward.org](mailto:avaddoccontrol@broward.org), FLL AIRPORT DEVELOPMENT, FORT LAUDERDALE, FLORIDA 33301.**

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## SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.

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

**NOT USED**

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

1. Project Funding: This Project will be funded in part by one or more grants from the Federal Aviation Administration (FAA) and this project must comply with Title 49 of the Code of Federal Regulations (CFR) Part 26 pertaining to compliance with DBE requirements, the implementing rules of the US Department of Transportation, and Broward County's Disadvantaged Business Enterprise Program Plan, as may be amended from time to time.
2. Projects receiving such funding must comply with USDOT Code of Federal Regulations 49 CFR Part 26, the implementing rules of the above-noted agency, and with Broward County's Disadvantaged Business Enterprise Program, as may be amended from time to time.
3. Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contractor or such other remedy as County may deem appropriate.
4. Nondiscrimination – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.
5. Since this Project is funded at least in part using FAA funds, it is the policy of County to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, can compete fairly for opportunities to participate as Subcontractors and suppliers on all contracts awarded by the County to ensure a level playing field. Broward County fully supports the federal government's Disadvantaged Business Enterprises Program.
6. The Contractor has committed to twenty-four point zero three percent (24.03%) DBE Participation to be achieved pursuant to Contractor's DBE participation by utilizing the DBE firms listed in Exhibit 1B-1 (or a DBE firm substituted for a listed firm, if permitted) for Twenty-Four point Three percent (24.03%) of total Services under this Agreement (the "Commitment"). Written approval must be obtained from the Broward County Office of Economic and Small Business Development (OESBD) prior to adding or changing a DBE subcontractor.

7. County shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increases the Total Contract Price by ten percent (10%) or more of the initial Total Contract Price, for opportunities to include or increase participation of DBE already involved in the Contract. The Contractor shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification, and shall report such efforts to the OESBD.

8. On-site reviews to monitor the Contractor's progress in achieving and maintaining contractual DBE obligations will be carried out by the Contract Administrator in conjunction with the OESBD.

9. Nothing herein shall be construed to require the Contractor to award a subcontract to a DBE if the DBE did not submit the lowest responsive bid.

10. Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 shall become a part of your Contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of these Contract Documents, the clauses set forth in this Section shall control.

11. Compliance monitoring will be conducted to determine if the Contractor and its Subcontractors are complying with the requirements of the DBE Program. Failure of the Contractor to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County's DBE Program Plan, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

12. The Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

13. The Contractor agrees to submit a Monthly DBE Utilization Report, Form "GC-1", to the Contract Administrator with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE Subcontractors.

14. The Contractor agrees to submit a Final DBE Utilization Report, Form "GC-2", containing the total amount paid to its DBE Subcontractors. This report must be submitted with the Contractor's request for final payment and release of retainage.

15. Prompt Payment – Contractor agrees to pay its subcontractors and suppliers within ten (10) calendar days following receipt of payment from County for work satisfactorily completed by the Subcontractors that is not disputed by Contractor. Contractor further agrees, if Contractor has withheld retainage from its Subcontractors, to

release such retainage to such Subcontractors for satisfactory completion of accepted work within ten (10) calendar days after receipt of payment of retained amounts from the County. Where practicable, and upon request, County may make incremental acceptance of a portion of a prime contract and release applicable retainage, in that event, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. For purposes of this provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by County. A finding of nonpayment to Subcontractors and suppliers is a material breach of this contract.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)**

**Exhibit 1B-1 List of DBE Firms**

1. Chin Diesel, Inc.
2. Interstate Sealant & Concrete Industries
3. Landrieu Concrete and Cement Industries
4. Roberts Traffic Marking
5. Solid Network Solutions, LLC
6. Stanford & Sons Trucking Corp.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)**

Broward County Board of  
County Commissioners

PNC2117690C1

Broward County Board of  
County Commissioners

Bid PNC2117690C1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: PNC2117690C1	Project Title: Rehabilitation of N. Airfield Pavement EMAS Bed's at FLL
Bidder/Offeror Name: <u>General Asphalt Co. Inc.</u>	
Address: <u>4850 NW 72nd Avenue</u> City: <u>Miami</u> State: <u>FL</u> Zip: <u>33166</u>	
Authorized Representative: <u>Robert Lopez</u> Phone: <u>(305) 592-3480</u>	
DBE/ACDBE Subcontractor/Supplier Name: <u>CHN DIESEL, INC.</u>	
Check one: Address: <u>9801 NW 3RD ST</u>	
<input checked="" type="checkbox"/> DBE	City: <u>PINES FL</u> State: <u>FL</u> Zip: <u>33024</u> Phone: <u>786-229-3336</u>
<input type="checkbox"/> ACDBE	Authorized Representative: <u>LEON CHAN YU</u>

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
<u>FURNISH AND DELIVER</u>	<u>44220</u>	<u>\$988,000.00</u>	
<u>ACCELERATORS</u>	<u>238910</u>		
<u>HHAUL OF DEMOLITION</u>			

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative		
<u>[Signature]</u> (Signature)	<u>President</u> (Title)	<u>12/13/18</u> (Date)
DBE/ACDBE Subcontractor/Supplier Authorized Representative		
<u>[Signature]</u> (Signature)	<u>President</u> (Title)	<u>12.13.18</u> (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

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Broward County Board of  
County Commissioners  
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County Commissioners

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Bid PNC2117690C1

DR WARD

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: PNC2117690C1 Project Title: Rehabilitation of N. Airfield Pavements and EMAS Beds at FLL

Bidder/Offeror Name: General Asphalt Co. Inc.

Address: 4850 NW 72nd Avenue City: Miami State: FL Zip: 33166

Authorized Representative: Robert Lopez Phone:

DBE/ACDBE Subcontractor/Supplier Name: Interstate Sealant & Concrete, Inc.

Check one Address: S40 W24211 Rockwood Way

DBE City: Waukesha State: WI Zip: 53189 Phone: 262-547-6316

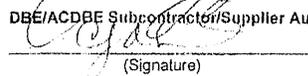
ACDBE Authorized Representative: Cheryl A. Sment

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Concrete pavement joint sealing	237310	\$362,200.00	

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative  
(Signature)  President (Title) 12/12/18 (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative  
(Signature)  President (Title) 12/12/2018 (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

Broward County Board of  
County Commissioners

PNC2117690C1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: PNC2117690C1	Project Title: Rehabilitation of N. Airfield Pavements and EMAS Beds at Ft
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Bidder/Offeror Name: General Asphalt Co. Inc.  
 Address: 4850 NW 72nd Avenue City: Miami State: FL Zip: 33166  
 Authorized Representative: Robert Lopez Phone: \_\_\_\_\_  
 DBE/ACDBE Subcontractor/Supplier Name: Landrieu Concrete and Cement Industries  
 Check one: Address: 2034 Agriculture Street  
 DBE City: New Orleans State: LA Zip: 70122 Phone: 504.304.4406  
 ACDBE Authorized Representative: Renee Landrieu

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Manufacture and Supply of Ready Mix Concrete	327320	\$7,483,800.00	

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative  
 (Signature) \_\_\_\_\_ (Title) President (Date) 12/14/18  
 DBE/ACDBE Subcontractor/Supplier Authorized Representative  
 (Signature) \_\_\_\_\_ (Title) Owner (Date) 12/14/2018

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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DBE ACDBE Letter of Intent - Rev. January 2013

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County Commissioners

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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: <u>PNC 2117690C1</u>	Project Title: <u>REHABILITATION OF NO. AIRFIELD PAVEMENTS &amp; EMAS BEDS FL</u>
Bidder/Offeror Name: <u>General Asphalt Co., Inc.</u>	
Address: <u>4850 NW 72nd Avenue</u> City: <u>Miami</u> State: <u>FL</u> Zip: <u>33166</u>	
Authorized Representative: <u>Robert Lopez</u> Phone: <u>(305) 592-3480</u>	
DBE/ACDBE Subcontractor/Supplier Name: <u>ROBERTS TRAFFIC MARKING</u>	
Check one: Address: <u>2210 HAYES STREET</u>	
<input checked="" type="checkbox"/> DBE	City: <u>HOLLYWOOD</u> State: <u>FL</u> Zip: <u>33022</u> Phone: <u>954-929-2972</u>
<input type="checkbox"/> ACDBE	Authorized Representative: <u>LISA BURCHFIELD</u>

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
<u>PAVEMENT MARKINGS</u>	<u>237310</u> <u>238990</u>	<u>3,365,600.-</u>	

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative		
	<u>President</u>	<u>12/13/18</u>
(Signature)	(Title)	(Date)
DBE/ACDBE Subcontractor/Supplier Authorized Representative		
	<u>PRESIDENT</u>	<u>12/13/2018</u>
(Signature)	(Title)	(Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE/ACDBE Letter of Intent - Rev. January 2013



PNC2117690C1

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

<b>Solicitation Number:</b> PNC2117690C1	<b>Project Title:</b> Rehabilitation of N. Airfield Pavements and EMAS Beds at FLL
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**Bidder/Offeror Name:** General Asphalt Co., Inc.  
**Address:** 4850 NW 72nd Avenue **City:** Miami **State:** FL **Zip:** 33164  
**Authorized Representative:** Robert Lopez **Phone:** (305) 592-3480  
**DBE/ACDBE Subcontractor/Supplier Name:** Solid Network Solutions, LLC.  
**Check one:**  **Address:** 326 Brandon Blvd  
 **City:** Freehold **State:** NJ **Zip:** 07728 **Phone:** 732-863-7080  
 **ACDBE** **Authorized Representative:** Maria Curcio

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Material Supplier for conduits, wires, airfield lighting equipment and electrical miscellaneous materials		\$1,900,000.00	

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**Bidder/Offeror Authorized Representative**  
[Signature] **President** 12/12/18  
 (Signature) (Title) (Date)  
**DBE/ACDBE Subcontractor/Supplier Authorized Representative**  
[Signature] **CEO** 11/16/18  
 (Signature) (Title) (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

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Broward County Board of  
County Commissioners

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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: PNC 211 76 90C1	Project Title: Rehabilitation of N. Airfield Pavements and EMAs Bedfill
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Bidder/Offeror Name: General Asphalt Co., Inc.  
 Address: 4850 NW 72nd Avenue City: Miami State: FL Zip: 33166  
 Authorized Representative: Robert Lopez Phone: (305) 592-3480  
 DBE/ACDBE Subcontractor/Supplier Name: Stanford & Sons Trucking Corp  
 Check one: Address: 1081 NW 12th Terrace  
 DBE City: Pompano Beach State: FL Zip: 33069 Phone: 954 783-6922  
 ACDBE Authorized Representative: \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Sitework - Excavation/Backfill Asphalt Demo		\$2,474,000 <sup>ns</sup>	

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative  
 \_\_\_\_\_  
 (Signature) President (Title) 12/14/18 (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative  
 \_\_\_\_\_  
 (Signature) President (Title) 12/14/18 (Date)

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
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 In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.  
 DBE ACDBE Letter of Intent - Rev. January 2013

**SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM**

**NOT USED**

**SPECIAL PROVISION 2A: PREVAILING WAGE RATES**

**NOT USED**

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**SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES**

**General Decision Number: FL180203 01/05/2018 FL203**

**Superseded General Decision Number: FL20170203**

**State: Florida**

**Construction Type: Highway**

**County: Broward County in Florida.**

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date    0    01/05/2018

\* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05	0.00
CEMENT MASON/CONCRETE		
FINISHER, Includes Form Work.....	\$ 15.31	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 15.75	0.00
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.94	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37	0.00

IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.84	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 11.84	0.00
LABORER: Common or General.....	\$ 10.76	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41	0.00
OPERATOR: Bulldozer.....	\$ 17.07	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 13.76	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 13.13	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver		

(Guardrail/Fences).....	\$ 13.71	0.00
OPERATOR: Roller.....	\$ 13.10	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.85	0.00
OPERATOR: Tractor.....	\$ 12.62	0.00
OPERATOR: Trencher.....	\$ 14.58	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.23	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 14.74	0.00
TRUCK DRIVER: Distributor		
Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.22	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by

the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (Weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, Etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT**

NOT USED

### **SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS**

1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 4A-1 in accordance with the terms and conditions of this provision. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this provision.
2. County reserves the right to determine, in its own discretion, to obtain and maintain the builder's risk insurance, if applicable, with comparable coverages that the Contractor proposed and deduct from the Agreement amount the premium quoted by Contractor for that coverage.
3. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit 4A-1 on all policies required under this provision.
4. On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this provision. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
5. Contractor shall ensure that all insurance coverages required by this provision shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this provision.
6. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
7. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 4A-1, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages

under this provision shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 4A-1 and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.
9. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.
10. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this provision. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.
11. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this provision are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.
12. If any of the policies required under this provision provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit 4A-1, and (3) if coverage is canceled or no renewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit 4A-1.
13. These insurance provisions shall survive the expiration or earlier termination of this Agreement.

**Exhibit 4A-1 Minimum Insurance Requirements**

**Insurance Requirement for Rehabilitation of North Airfield Pavements and EMAS**  
The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations - Two years <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal injury <input checked="" type="checkbox"/> Mobile equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil landside \$ 5 mil If airside	\$ 2 mil landside \$ 5 mil If airside
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k landside \$ 5 mil If airside	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insured endorsement is required	\$	
<input checked="" type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>		\$ 5 mil	
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS (each accident) Extended coverage period	<b>STATUTORY</b> \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> <b>Installation floater</b> (if no builder's risk) Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$25k <b>CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE</b>		<b>Completed Value form</b> Full replacement of materials and labor being installed
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</b> Additional Insured: Broward County Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability and All applicable Deductibles and SIR's shown. <b>INSURED IS RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.</b> Indicate bid number, RLI, RFP, and project manager on COI			
<b>CERTIFICATE HOLDER:</b>  <b>Broward County</b> Broward County Aviation Department 2200 SW 45th Street, Suite 101 Fort Lauderdale, FL 33301 Attn: CIP			

  
 Digitally signed by Tracy Meyer  
 DN: dc=local, dc=fl-airport, ou=FLLUSERS, cn=Tracy Meyer  
 Date: 2018.09.12 09:45:32 -0400  
 Aviation Department  
 Risk Management Division

Revised 2/13

**SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS - OCIP**

**NOT USED**

**SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)**

**NOT USED**

**SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS**

**NOT USED**

**SPECIAL PROVISION 7A-7D: DISPUTE AVOIDANCE PANEL**

**NOT USED**

## SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

### FEDERAL AVIATION ADMINISTRATION REQUIRED CONTRACT PROVISIONS

#### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

See 41 CFR part 60-4 and Executive Order 11246

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

##### Timetables

Goals for minority participation for each trade:	<b>29.4%</b>
Goals for female participation in each trade:	<b>2.1%</b>

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make

a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Ft. Lauderdale-Hollywood International Airport at Dania Beach, Broward County, Florida.

#### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **DISTRACTED DRIVING/TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **SEISMIC SAFETY**

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, and conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the Nation Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

### **TRADE RESTRICTION CLAUSE**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 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 as published by the Office of the United States Trade Representative (USTR);
- 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must

require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) Who incorporates in the public works project any product of a foreign country on such USTR list.

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment.

#### **FAA GENERAL PROVISIONS**

AC 150/5370-10G - Standards for Specifying Construction of Airports, issued July 21, 2014, updated May 13, 2016.

**The following General Provisions apply to this solicitation: Only Sections 10, 40, 50, 60, 70, 80, 90, 100 and 110.**

Where these General provisions conflict with the Contract, Contract Supplements or General Conditions or Technical Specifications, the most stringent language shall prevail.

Where portions of text have been lined through (~~example~~) this text has been deleted and does not apply to this project. Where portions of text have been added with underline (example), this text has been added and is binding to this project. This process is utilized through the specifications and contract documents (excluding the plans).

### **Section 10 Definition of Terms**

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 Access road.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**10-03 Advertisement.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**10-04 Airport Improvement Program (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

**10-05 Air operations area (AOA).** For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**10-06 Airport.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

**10-08 Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**10-09 Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 Building area.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

**10-11 Calendar day.** Every day shown on the calendar.

**10-12 Change order.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

**10-13 Contract.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

**10-14 Contract item (pay item).** A specific unit of work for which a price is provided in the contract.

**10-15 Contract time.** The number of calendar days ~~or working days~~, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**10-16 Contractor.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

**10-17 Contractor's laboratory.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**10-18 Construction Safety and Phasing Plan (CSPP).** The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

**10-19 Drainage system.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-20 Engineer.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection or observation of the contract work and acting directly or through an authorized representative and referred to throughout this document as Engineer or Consultant.

**10-21 Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-22 Extra work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

**10-24 Federal specifications.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-25 Force account.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.

**10-26 Inspector.** An authorized representative of the Engineer assigned to make all necessary inspection, observations and/or test of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-27 Intention of terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

**10-28 Laboratory.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

**10-29 Lighting.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers,

floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

**10-30 Major and minor contract items.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

**10-31 Materials.** Any substance specified for use in the construction of the contract work.

**10-32 Notice to Proceed (NTP).** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**10-33 Owner.** The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

**10-34 Passenger Facility Charge (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

**10-35 Pavement.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-36 Payment bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

**10-37 Performance bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**10-38 Plans.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-39 Project.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-40 Proposal.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

**10-41 Proposal guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

**10-42 Runway.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-43 Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

**10-44 Sponsor.** A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

**10-45 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-46 Subgrade.** The soil that forms the pavement foundation.

**10-47 Superintendent.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-48 Supplemental agreement.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

**10-49 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-50 Taxiway.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

**10-51 Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

**10-52 Working day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and

~~holidays on which the Contractor's forces engage in regular work will be considered as working days.~~

## END OF SECTION 10

### Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. ~~Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.~~

~~Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.~~

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

Alteration of work shall be in accordance with Article 4, Contract Sum of the Contract and Article 36, Change Orders and Article 38, Value of Change Order Work of the General Conditions.

**40-03 Omitted items.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

~~When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.~~

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

Change Orders and Modifications to Contract Price shall be in accordance with Article 36, Change Orders and Article 38, Value of Change Order Work, of the General Conditions.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees as generated by contractor by performing the work. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

#### END OF SECTION 40

#### Section 50 Control of Work

**50-01 Authority of the Engineer.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are

intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

**50-04 Cooperation of Contractor.** The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

**50-05 Cooperation between contractors.** The Owner 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, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or 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. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-06 Construction layout and stakes.** ~~The Engineer shall establish horizontal and vertical control only.~~ Horizontal and vertical control used to design the project is included in the contract

plans. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): AutoCAD 2018 CADD file and signed and sealed drawing (24"x36"). In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
  - (1) Runways – each paving lane width
  - (2) Taxiways – each paving lane width
  - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
  - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- ~~e. Fence lines at 100-foot (30-m) stations minimum.~~
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

**Refer to Technical Specification Item S-101 Project Survey and Stakeout, for additional requirements.**

**50-07 Automatically controlled equipment.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

**50-08 Authority and duties of inspectors.** Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK OF Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as

unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

**50-14 Partial acceptance.** ~~If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Refer to Article 41, Substantial Completion, of the General Conditions.~~

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** ~~If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.~~

~~Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations. Refer to Article 11, Resolution of Disputes, of the General Conditions.~~

**END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number. Refer to electrical plans and specifications for required lighting equipment.

**60-02 Samples, tests, and cited specifications.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during

incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor 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.

It is understood and agreed that the Owner shall have 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. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

~~**60-05 Engineer's field office.** The Contractor shall furnish for the duration of the project one building for the use of the field Engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. The Contractor shall furnish facsimile (FAX) machine, photocopy machine, water, sanitary facilities, heat, air conditioning, and electricity. The Contractor and the Contractor's superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials used into the work. Refer to Specification G-103, Construction Field Office for project requirements.~~

**60-06 Storage of materials.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

#### END OF SECTION 60

#### Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** ~~The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work. Refer to Article 10, Permits, Licenses and Impact Fees, of the General Conditions.~~

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

The FAA will have the need to secure, modify and /or replace their facilities during the construction of the project. Facilities which will be impacted include:

- FAA Power and Control Cabling
- FAA Runway Status Lights including fixtures and cabling.
- FAA Medium Intensity Approach Light System (MALS)
- FAA Navigational Aids including glide slope, localizer and PAPI.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal aid participation.** For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner

has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

**70-07 Public convenience and safety.** The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 Barricades, warning signs, and hazard markings.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. ~~Barricades, warning signs, and markings shall be paid for under subsection 40-05.~~ Refer to specification section G-102, Maintenance of Traffic, for payment and project requirements.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer. Open-flame type lights shall not be permitted.

~~**70-09 Use of explosives.** When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.~~

~~All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.~~

~~The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.~~

~~The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property. Explosives are not allowed to be used on the airport.~~

**70-10 Protection and restoration of property and landscape.** The Contractor 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 Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in

manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

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 Contractor, the Contractor shall restore, at his or her 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 the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** ~~The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance. Refer to Article 6, Indemnification, of the General Conditions.~~

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described ~~below:~~

[ ] in the phasing plans.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans. ~~and the Owners are indicated as follows: [ ]~~.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of three (3) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

**END OF SECTION 70**

## Section 80 Execution and Progress

~~80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.~~

~~The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least [ ] percent of the total contract cost.~~

~~Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. Refer to Article 27, Subcontracts, of the General Conditions.~~

**80-02 Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within the time ~~10 days of the date~~ set by the Owner/Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval ~~within 10 days after the effective date of the notice to proceed as stated in Article 3 "PRELIMINARY MATTERS" of the General Conditions.~~ The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-04 Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. ~~The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:~~

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient

experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** ~~The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.~~

~~Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:~~

~~a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).~~

~~The Engineer shall base his or her weekly statement of contract time charged on the following considerations:~~

~~(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double shift, 12 hours shall be used. Should the normal work force be on a triple shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.~~

~~(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.~~

~~(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.~~

~~(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.~~

~~(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.~~

~~The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.~~

~~b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.~~

~~At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.~~

~~c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.~~

~~If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. Refer to Article 3, Contract Time, of the Contract.~~

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract. The assessment of liquidated damages shall be governed by Article 40 of the General Conditions.

The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- ~~a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or~~
- ~~b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or~~
- ~~c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or~~
- ~~d. Discontinues the execution of the work, or~~
- ~~e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or~~
- ~~f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or~~
- ~~g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or~~
- ~~h. Makes an assignment for the benefit of creditors, or~~
- ~~i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.~~

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into

~~an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.~~

~~All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.~~

Refer to Article 14 of the General Conditions, County's Right to Terminate Contract.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. ~~No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [ ] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [ ] feet of an active runway at any time.~~

END OF SECTION 80

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## SECTION 90 MEASUREMENT AND PAYMENT

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** ~~Extra work shall be performed in accordance with Article 36, Change Orders of the General Conditions, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.~~

**90-06 Partial payments.** ~~Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the~~

~~subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.~~

Payment shall be made in accordance with Article 5, Progress Payments, of the Contract.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

~~90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of 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 in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:~~

- ~~a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.~~
- ~~b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.~~
- ~~c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.~~
- ~~d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.~~
- ~~e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.~~

~~It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.~~

~~In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.~~

~~No partial payment will be made for stored or stockpiled living or perishable plant materials.~~

~~The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.~~

~~There shall no payment for stored materials.~~

~~**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:~~

~~a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.~~

~~b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.~~

~~c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.~~

~~d. The Contractor shall obtain the written consent of the surety to such agreement.~~

~~Article 5 of the Contract shall govern retainage and its release.~~

~~**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30 day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.~~

~~After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.~~

~~If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with~~

~~local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.~~

Payment shall be made in accordance with Article 6, Acceptance and Final Payment, of the Contract.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within fourteen 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Project closeout.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.
- m. All Project related permits are closed and released by the issuing authority.

#### END OF SECTION 90

#### Section 100 Contractor Quality Control Program

**100-01 General.** When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

**100-02 Description of program.**

**a. General description.** The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

**b. Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least **14** calendar days before the **preconstruction conference**. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities

g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

**100-03 Quality control organization.** The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Program Administrator shall be a full-time **on-site** employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET) or equivalent Florida Department of Transportation (FDOT) certification.
- (5) Highway materials technician certified at Level III by NICET or equivalent FDOT certification.
- (6) Highway construction technician certified at Level III by NICET or equivalent FDOT certification.
- (7) A NICET or equivalent FDOT certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. Quality control technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

**100-04 Project progress schedule.** The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**100-05 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

**100-06 Inspection requirements.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

**100-07 Quality control testing plan.** As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

**100-08 Documentation.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

**100-09 Corrective action requirements.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

**100-10 Surveillance by the Engineer.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-11 Noncompliance.**

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

**END OF SECTION 100**

**Section 110 Method of Estimating Percentage of Material Within Specification Limits (PWL)**

Spreadsheets for PWL calculations are available at the following website: [http://www.faa.gov/airports/engineering/design\\_software/](http://www.faa.gov/airports/engineering/design_software/).

**110-01 General.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ( $\bar{X}$ ) and sample standard deviation ( $S_n$ ) of the specified number ( $n$ ) of sublots for the lot and the specification tolerance limits,  $L$  for lower and  $U$  for upper, for the particular acceptance parameter. From these values, the respective Quality index,  $Q_L$  for Lower Quality Index and/or  $Q_U$  for Upper Quality Index, is computed and the PWL for the lot for the specified  $n$  is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the

acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

**110-02 Method for computing PWL.** The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (X) for all subplot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: X = Sample average of all subplot values within a lot

$x_1, x_2$  = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation ( $S_n$ ) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2) / (n-1)]^{1/2}$$

Where:  $S_n$  = Sample standard deviation of the number of subplot values in the set

$d_1, d_2$  = Deviations of the individual subplot values  $x_1, x_2, \dots$  from the average value X

that is:  $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$

n = Number of sublots

- f. For single sided specification limits (that is, L only), compute the Lower Quality Index  $Q_L$  by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with  $Q_L$ , using the column appropriate to the total number (n) of measurements. If the value of  $Q_L$  falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes  $Q_L$  and  $Q_U$  by use of the following formulas:

$$Q_L = (X - L) / S_n$$

and

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with  $Q_L$  and  $Q_U$ , using the column appropriate to the total number (n) of measurements, and determining the percent of material above  $P_L$  and percent of material below  $P_U$  for each tolerance limit. If the values of  $Q_L$  fall between values shown on the table, use the next higher value of  $P_L$  or  $P_U$ . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:  $P_L$  = percent within lower specification limit

$P_U$  = percent within upper specification limit

#### EXAMPLE OF PWL CALCULATION

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. PWL Determination for Mat Density.**

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index  $Q_L$  for the lot. (L=96.3)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with  $Q_L = 1.44$  and  $n = 4$ .

$$PWL = 98$$

**B. PWL Determination for Air Voids.**

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation  $S_n$  for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index  $Q_L$  for the lot. ( $L = 2.0$ )

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine  $P_L$  by entering Table 1 with  $Q_L = 1.41$  and  $n = 4$ .

$$P_L = 97$$

6. Calculate the Upper Quality Index  $Q_U$  for the lot. ( $U = 5.0$ )

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine  $P_U$  by entering Table 1 with  $Q_U = 1.29$  and  $n = 4$ .

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

**EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)**

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. Outlier Determination for Mat Density.**

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. Use  $n=4$  and upper 5% significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If  $(\text{measurement} - \text{average}) / (\text{standard deviation})$  is less than test criterion, then the measurement is not considered an outlier

For A-3, check if  $(99.30 - 97.95) / 1.15$  is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If  $(\text{average} - \text{measurement}) / (\text{standard deviation})$  is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if  $(97.95 - 96.60) / 1.15$  is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than  $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR less than  $(97.95 - 1.463 \times 1.15) = 96.27\%$ .

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Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits $P_L$ and $P_U$	Positive Values of $Q$ ( $Q_L$ and $Q_U$ )							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260

50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Percent Within Limits P <sub>L</sub> and P <sub>U</sub>	Negative Values of Q (Q <sub>L</sub> and Q <sub>U</sub> )							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

SPECIAL PROVISION 9: FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

**NOT USED**

**SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS**

**NOT USED**

## SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

NOTE: USE THE TERMS COMPANY, CONSULTANT OR CONTRACTOR AS APPLICABLE

### 1. SECURITY

Airport Security Program and Aviation Regulations. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor 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, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub 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 Consultant/contractor 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. Consultant/contractor 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 Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. The consultant/contractor 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, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued

Identification Media is issued to an employee, consultant/contractor 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. The consultant/contractor 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 the consultant/contractor 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.

(b) Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/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.

(c) Consent to Search/Inspection: The consultant/contractor 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. The consultant/contractor further agrees on behalf of itself and its subconsultant/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. Consultant/contractor 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, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/subcontractor.

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/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.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

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.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or sub consultants/ subcontractors engaged to provide services pursuant to this Agreement.

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.

3. **RECORDS.** Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or sub consultants/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 consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor 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 consultant/contractor 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.

4. **PROTECTION OF RECORDS.** Consultant/contractor 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 consultant's/contractor'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/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS – SANCTIONS.** Any violation or breach of the terms of this contract on the part of the consultant/contractor or subconsultant/subcontractor 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.

6. **RIGHT TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS.** The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. 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

b. 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

c. 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 consultant/contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor 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 Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the consultant/contractor 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. The consultant/contractor may rely on the

certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the County if the consultant/contractor learns that its certification or that of a subconsultant/ subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor 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 the consultant/ contractor or subconsultant/subcontractor 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 consultant/contractor 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.

8. **TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000)**

a. 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.

b. 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.

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

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor 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.

e. 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.

9. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS.** If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its sub consultants/subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its sub consultants/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 sub consultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE sub consultant/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 the consultant/contractor demonstrates timely payments of sums due sub consultant/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 the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its sub consultant/subcontractor or supplier. The consultant/contractor 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

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)**

## **SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS**

### **BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS**

Last Revised 04/26/2017

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

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

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

#### **(A) General Requirements:**

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

#### **(B) Software Formats:**

(C) CAD Format

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

(D) GIS Format

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

(E) Additional Deliverable Requirements

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

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

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

(F) Standards:

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

and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

5) Conformance:

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

(G) Digital Photography:

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

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

(H) Non-Graphic Format:

- 1) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- 2) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, *et seq.*, and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.

- a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including but not limited to fill.net.
  1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.
  2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
- b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

(I) DELIVERY MEDIA AND FORMAT:

- 1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.

Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).

- 2) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor, and certified as per submittal requirements in Section (H)(2)(c) below.
- 3) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- 4) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
  - a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of Interest (RLI) number.
  - b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").
  - c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
  - d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.

- e) Special requirements for Sensitive Security Information (SSI):
1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
  2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520. *WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.*
- 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. Reference files should not be bound.
  - c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
  - d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.
  - e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

- f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- g) Do not bind or explode any drawing references such as blocks and XREFs.
- h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(J) 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.

(K) Submittal:

- 1) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
  - a) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.

- b) Brief instructions for transferring the files from the media.
- c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
- d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
  - 1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
  - 2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
  - 3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
  - 4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
  - 5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
  - 6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
  - 7) Provide the following information for each finished drawing in a PDF document:
    - a) How the data was inputted (e.g., keyed in, downloaded from a

survey total station instrument (include name and model), and other identification data).

- b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
- c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.
- e) Text fonts, line styles\types used, and GIS layer file settings.

(L) Ownership:

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

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

- 1) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:

- a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
- b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
- c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

(N) 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 DBE UTILIZATION REPORT**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
MONTHLY DBE UTILIZATION REPORT**



Report No. \_\_\_\_\_

CONTRACT #:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:		PERIOD ENDING:		AMT. PAID TO PRIME:	
CONTACT PERSON:		TELEPHONE #:		FAX #:	

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

DBE Sub-contractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period		Amt. Paid To Date		Gender			Ethnic Category		
										M	F	B	H	A	NA
Total Amt. Paid to DBE Firms															
NON-DBE Sub-contractor															
Total Amt. Paid to Non-DBE Firms															

Black American - B; Hispanic American - H; Asian American - A; Native American - NA; Non-Minority Woman - W

I attest 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.

OSBD Compliance Form DBENUR 020113

FORM GC-2: FINAL DBE UTILIZATION REPORT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
FINAL DBE UTILIZATION REPORT  
(To be submitted with the final invoice)

Report No. \_\_\_\_\_

CONTRACT #:	CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:	PROJECT COMPLETION DATE:	AMT. PAID TO PRIME:
PRIME CONTRACTOR:	PERIOD ENDING:	FAX #:
CONTACT PERSON:	TELEPHONE #:	

SUBCONTRACTING INFORMATION  
All payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. Paid to DBE Firms														
NON-DBE Subcontractor														
Total Amt. Paid to Non-DBE Firms														

Black American - B; Hispanic American - H; Asian American - A; Native American - NA; Non-Minority Woman - W

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**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**

<b>CONSENT OF SURETY AND INCREASE OF PENALTY</b>		1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
<p>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.</p>				
5. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND	
A.		\$	\$	
B.		\$	\$	
C.		\$	\$	
8. INDIVIDUAL PRINCIPAL	A. BUSINESS ADDRESS		B. SIGNATURE*	
			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)		
<b>10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)</b>				
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.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 1415 (REV. 7-1993)  
Prescribed by GSA-FAR (48 CFR) 53.228(f)

**FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION**

To (County): \_\_\_\_\_  
Consultant: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Project (Name and Address): \_\_\_\_\_  
Notice to Proceed Date: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_  
Project or Designated Portion Shall Include:  
\_\_\_\_\_

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

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

\_\_\_\_\_  
CONSULTANT BY DATE

In accordance with Article 3 and Article 41 and the Summary of Terms and Conditions of the Contract, Contractor will complete or correct the work on the list of items attached hereto within \_\_\_\_\_ from the above Date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR BY DATE

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

BROWARD COUNTY  
\_\_\_\_\_  
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

\_\_\_\_\_  
(Signature) (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.)**

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Witness the signature and seal of the undersigned this \_\_\_\_ day of \_\_, 20\_\_\_\_\_.

WITNESS:

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

(Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name & Title

**FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS**

Broward County, Florida

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

Witness the signature and seal of the undersigned this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

WITNESS:

SUBCONTRACTOR

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Company Name* (Seal)

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Printed Name*

**FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS**

Broward County, Florida

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

Witness the signature and seal of the undersigned this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_

WITNESS:

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Company Name

(Seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name

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

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

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

The Prime Vendor certifies the following:

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

By \_\_\_\_\_ (Print Name) as \_\_\_\_\_  
(Title)

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

Notary Public:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print  
Name)

Commission No: \_\_\_\_\_ Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Seal)

State of \_\_\_\_\_ at Large



### FORM GC-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:

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Corporate Seal)

IN THE PRESENCE OF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

CONTRACTOR:

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type Name and Title Signed Above)

SURETY:

By \_\_\_\_\_

\_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
(Print/Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**FORM GC-11-1: PAYMENT 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 Oblige, 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:

- 2.1. 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(2) and 255.05(10), Florida Statutes.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Print/Type Name)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(City/State/Zip Code)

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

(Select Secretary or Authorized Representative)

**SECRETARY**

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

\_\_\_\_\_  
(Seal) as  
Secretary of

\_\_\_\_\_  
(Name of Corporation)

(SEAL)

**AUTHORIZED REPRESENTATIVE**

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

\_\_\_\_\_  
as Authorized Representative

\_\_\_\_\_  
(Name of Contractor)

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF BROWARD    )

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

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large

Bonded by \_\_\_\_\_

### FORM GC-12: CHANGE ORDER

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

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

Description of Changes, Reasons Therefor, 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 Cause : Cause of the change</p>		

PURCHASING INFORMATION			
PO:			
Original Award :	Approved Amendments :	Approved COs :	Previous Revised :
###,###.##	0	###,###.##	###,###.##
## Days	0 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: ContractCentral

**SECTION 5 – Addenda**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Instructions for requirements).

**Qualifications:** The Vendor must possess a specified experience (refer to Special Instructions for requirements).

**Bid Guaranty:** Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount (refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements).

**Note to vendors:** If choosing "Download Bid Packet," the packet will NOT automatically include the following attachments:  
PNC2117690C1 Construction Drawings - FLL N Rehab - Bid Set - October 2018;  
PNC2117690C1 Technical Specifications - FLL N Rehab - Bid Set - October 2018  
To download these attachments, select download next to the individual file. To select documents, select them from the list and choose "Generate Zip File."

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

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

**Added on Nov 8, 2018:**

The following sections of PNC2117690C1 Contract - FLL N Rehab, are replaced in their entirety. The changes include the amounts for Liquidated Damages and Incentive Completion Bonus.

- a. PNC2117690C1 Contract - FLL N Rehab, Summary of Terms and Conditions, Pages 2-4, is replaced in its entirety by Addendum 1 - Summary of Terms and Conditions.
- b. PNC2117690C1 Contract - FLL N Rehab, Article 40 No Damages for Delay, Non-Excusable and Excusable Delays, Pages 39-44, is replaced in its entirety by Addendum 1 - Article 40 No Damages for Delay, Non-Excusable and Excusable Delays.

**Added on Nov 21, 2018:**

The following are new and/or revised plans and specifications as indicated below. Line items have been updated (new or modified).

1. New construction plans (99 sheets) are issued in the file "Addendum 2 - FAA Facilities Modifications - New Plans." New plans include FAA facilities modifications, including Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) and Runway Status Lights (RWSL). Sheet G-2.0 indicates index of new plans.

2. Revised construction plans, reflecting FAA cabling adjustments and contractor comments are issued under new file, "Addendum 2 - FAA Facility Modifications - Revised Plans" and contains the following plans (revised sheet number indicated with "R" and replaces original sheet in its entirety):

- Sheet ED-2.15R- Demolition Plan Taxiway B Station 82+00 to 95+00
- Sheet ED-2.16R- Demolition Plan Taxiway B Station 95+00 to 106+00
- Sheet E-4.15R- Lighting Circuiting Plans Taxiway B Station 82+00 to 95+00
- Sheet E-4.16R- Lighting Circuiting Plans Taxiway B Station 82+00 to 95+00
- Sheet E-6.16R- Installation Details- Sign Detail
- Sheet E-6.17R- Installation Details- Sign Detail

3. New specifications are issued in the file "Addendum 2 - FAA Facilities and Electrical Specifications - New". The new file contains the following additional specifications:

- L-893 Modification of Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) (1-10)
- L-130 RWSL Airfield Electrical Installation Testing (1-12)

4. Revised specifications are issued in the file "Addendum 2 - FAA Facilities and Electrical Specifications - Revised." Revisions are shown by underline. The following specifications have been modified and are replaced in their entirety:

- L-106 Submittal, Record Documents and Maintenance Manuals (1-16)

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- L-108 Underground Power Cable for Airports (1-14)
- L-110 Airport Underground Electrical Duct Banks and Conduits (1-10)
- L-115 Electrical Manholes and Junction Structures (1-12)
- L-125 Installation of Airport Lighting Systems (1-18)

If choosing "Download Bid Packet," the packet will NOT automatically include Addendum 2 files; to download these attachments, select download next to the individual file.

Added on Dec 5, 2018:

**1. Addendum 3 - Revised Specifications includes the following:**

- Item D-701- Pipe for Storm Drains and Culverts - Revised page D-701-5R - Adding pay item for Cleaning Existing 48" Diameter Pipe.
- Item L-125- Installation of Airport Lighting Systems - Revised page L-125-6R- Removed reference to ADB Airfield Solutions. Manufacturer must be on FAA approved vendor list. Revised page L-125-11R- Removed reference to ADB under payment item
- L-125-04. Manufacturer must be on FAA approved vendor list.
- Item P-555 Runway 10L EMAS Bed Installation. Revised portions of specifications.
- Item P-555 Runway 28R EMAS Bed Installation. Revised portions of specifications.
- Item P-501- Portland Cement Concrete Pavement - Revised page P-501-2R regarding aggregate requirements.
- Item P-405- SuperPave Hot Mix Asphalt (HMA) Pavements for Base and Shoulder - Added Reclaimed asphalt concrete (RAP).
- Item L-115- Electrical Manholes and Junction Structures - Revised pay item L-115-2 in specification

**2. Addendum 3 - Revised Plans include the following:**

- ED-1.1R- Demolition Notes
- E-1.1R- Existing Conditions Legend
- E-3.02R- Lighting Layout Legend
- E-4.01R- Lighting Circuiting Plans Notes
- E-4.1R- Lighting Circuiting Plans- Runway 10L-28R Station 10+00 to 17+00
- E-4.2R- Lighting Circuiting Plans- Runway 10L-28R Station 17+00 to 30+00
- E-4.3R- Lighting Circuiting Plans- Runway 10L-28R Station 30+00 to 43+00
- E-4.4R- Lighting Circuiting Plans- Runway 10L-28R Station 43+00 to 56+00
- E-4.5R- Lighting Circuiting Plans- Runway 10L-28R Station 56+00 to 69+00
- E-4.6R- Lighting Circuiting Plans- Runway 10L-28R Station 69+00 to 82+00
- E-4.7R- Lighting Circuiting Plans- Runway 10L-28R Station 82+00 to 95+00
- E-4.8R- Lighting Circuiting Plans- Runway 10L-28R Station 95+00 to 100+00
- E-4.9R- Lighting Circuiting Plans- Taxiway B Station 10+00 to 17+00
- E-4.10R- Lighting Circuiting Plans- Taxiway B Station 17+00 to 30+00
- E-4.11R- Lighting Circuiting Plans- Taxiway B Station 30+00 to 43+00
- E-4.12R- Lighting Circuiting Plans- Taxiway B Station 43+00 to 56+00
- E-4.13R- Lighting Circuiting Plans- Taxiway B Station 56+00 to 69+00
- E-4.14R- Lighting Circuiting Plans- Taxiway B Station 69+00 to 82+00
- E-4.15R- Lighting Circuiting Plans- Taxiway B Station 82+00 to 95+00
- E-4.16R- Lighting Circuiting Plans- Taxiway B Station 82+00 to 95+00
- E-4.17R- Lighting Circuiting Plans
- E-4.18R- Lighting Circuiting Plans
- E-4.19R- Lighting Circuiting Plans
- E-4.20R- Lighting Circuiting Plans
- E-5.2R- Sign and Can Plaza Schedules
- E-5.3R- Sign and Can Plaza Schedules
- E-5.4R- Sign and Can Plaza Schedules
- E-5.5R- Sign and Can Plaza Schedules
- E-6.1R- Installation Details Base Can Detail
- E-6.23R- Installation Details PAPI Power and Control Pedestal
- E-7.1R- Airfield Lighting Vault Modifications
- E-7.5R- Airfield Lighting Vault Modifications
- R-4.1R- RWSL Circuiting Plans Runway 10L-28R Station 10+00 to 17+00
- R-4.3R- RWSL Circuiting Plans Runway 10L-28R Station 30+00 to 43+00
- R-4.5R- RWSL Circuiting Plans Runway 10L-28R Station 56+00 to 69+00
- R-4.6R- RWSL Circuiting Plans Runway 10L-28R Station 69+00 to 82+00
- R-4.8R- RWSL Circuiting Plans Runway 10L-28R Station 95+00 to 100+00
- R-5.7R- RWSL Details III Grounding Connections
- R-5.8R- RWSL Details IV Handhole Details
- R-5.9R- RWSL Details V Grounding and Handhole Details

If choosing "Download Bid Packet," the packet will NOT automatically include Addendum 3 files; to download

Broward County Board of  
County Commissioners

Bid PNC2117690C1

these attachments, select download next to the individual file.

**3. Line Items :**

Airport Construction group line items were re-issued to remove duplicated line items. The following lines were modified as follows:

- L-115-2---L-868C Junction Can in Existing Pavement (The C was changed from D).
- L-125-05---Remove Runway Elevated Fixture and Install new Fixture on new Base Can. (Fixture was misspelled)
- L-125-44. L-861T In -Pavement Taxiway Edge Light Installed in Existing Asphalt Pavement (Changed L-852 to L-861)

RWSL line items were modified as follows:

- L-108-07---change each to linear foot
- L-108-08. 1/C #6 AWG Solid Copper with 600 volt green XHHW insulation (changed from XHHW).
- L-125-56. Install RWSL Light Fixture on Existing Base (Fixture was misspelled)

Added on Dec 7, 2018:

Addendum 4

Added on Dec 13, 2018:

1. Allowances: amount is increased from \$125,000 to \$175,000. Do not add/include in bid amount (BidSync will add to bidder's amount). The following is added to Special Instructions for Vendors, Section J, Allowances and Permits: (**bold, underlined added**)

**Modifications to Airfield Lighting Control & Monitoring System - \$50,000 (Item L-125-50)**

2. Addendum 5 - Revised Plan includes the following:

E-6 18.R - Installation Details - Sign Details

Added on Dec 14, 2018:

1. The following is modified in the Special Instructions for Vendors, Section J, Allowances and Permits (previously modified by Addendum 5): (**bold, underlined added**)

**Modifications to Airfield Lighting Control & Monitoring System - \$50,000 (Item L-125-50). This allowance is for all the equipment, materials, labor, transportation, supervision, services, programming, graphic panel upgrade, software, hardware per Specification 125-3.1.4. Pay Item L-125-50 is only for vendor's coordination of manufacturer's services and equipment (covered by this allowance).**

2. Addendum 6 - Revised Specifications includes the following:

**Item L-108-13R - corrects description for pay L-108-06**

Item L-125-10R through 19R - describes 125-3.1.4 Airfield Lighting Control and Monitoring System Scope of Work and Pay Item L-125-50 Modifications to Airfield Lighting Control & Monitoring System (includes coordination with ALCMS Manufacturer for the installation of ALCMS equipment; excludes allowance for Airfield Lighting Control and Monitoring System).

**Addendum # 1**

New Documents	Addendum 1 - Summary of Terms and Conditions, Contract, PNC2117609C1.pdf Addendum 1 - Article 40, Contract, PNC2117609C1.pdf
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**Addendum # 2**

New Documents	Addendum 2 - FAA Facility Modifications - New Plans.pdf Addendum 2 - FAA Facility Modifications - Revised Plans.pdf Addendum 2 - FAA Facilities and Electrical - New Specifications.pdf Addendum 2 - FAA Facilities and Electrical - Revised Specifications.pdf		
Previous End Date	Nov 30, 2018 2:00:00 PM EST	New End Date	Dec 14, 2018 2:00:00 PM EST
Previous Q & A End Date	Nov 12, 2018 5:00:00 PM EST	New Q & A End Date	Dec 3, 2018 5:00:00 PM EST

Broward County Board of  
County Commissioners

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**New Lot: MALSR**

**New Lot: RWSL**

**Changes were made to the following items:**

10L MALSR DEMOLITION  
Electrical Demolition  
28R MALSR DEMOLITION  
1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE -  
(RED JACKET)  
MALSR THRESHOLD BAR  
1/C L-824 Type C Unshielded #8 AWG 5kv Copper cable (Black  
Jacket)  
MALSR IN-PAVEMENT LIGHT BAR  
1/C #6 AWG Solid Copper with 600 volt green XHHW insulation  
MG-20 LIR TOWER ON EXISTING FOUNDATION  
1/C #1/0 AWG Bare Stranded Copper Guard Wire  
MG-20 LIR TOWER (No Tilt) ON EXISTING FOUNDATION  
50 Pair #19 Copper Control Cable (FAA) Installed in Conduit  
MG-20 LIR TOWER IN EMAS BED  
12 Pair #19 Copper Control Cable (FAA) Installed in Conduit  
EMT ELEVATED LIGHT BAR  
2 inch Schedule 40 PVC Concrete Encased in New Pavement for  
RWSL  
INSTALLATION OF MALS IN-PAVEMENT APPROACH LIGHT  
FIXTURE  
2 inch Schedule 40 PVC Concrete Encased in Existing Asphalt for  
RWSL  
1/C #2 AWG 600V CABLE  
2 inch PVC Schedule 40 Concrete Encased in New PCC for RWSL  
1/C #4 AWG 600V CABLE  
2 inch PVC Schedule 40 Concrete Encased in Turf for RWSL  
1/C #6 AWG 600V CABLE  
2 w 3 inch Schedule 40 Concrete Encased Conduit for RWSL  
1/C #1/0 AWG BARE GUARD WIRE  
1-2 inch Schedule 80 PVC Direct Buried Conduit for RWSL  
CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT  
2- 4 inch Schedule 80 PVC Direct Buried Conduit for RWSL  
REINFORCED CONCRETE ENCASED 2 INCH PVC SCHEDULE 40  
CONDUIT  
2 inch Liquid Tight Flex Metallic Conduit for RWSL Can Installation  
REINFORCED CONCRETE ENCASED 2W-2 INCH / 1W4 INCH  
DUCTBANK  
Aircraft Rated Concrete Pull Box Elevation Adjustment  
L-867 JUNCTION CAN  
Remove Catalog and Store RWSL Fixture for Reuse  
Demolish and Remove Existing in-Pavement RWSL Light Base  
Install New L-868 RWSL Light in New Concrete Pavement  
Install New L-868 RWSL Light Base in New Asphalt Pavement  
Install New L-868 Light Base in Existing Pavement  
Install RWSL Light Fixture on Existing Base  
Provide RWSL Airfield Electrical Installation Testing

**Addendum # 3**

New Documents      **Addendum 3 - Revised Specifications.pdf**  
                                 **Addendum 3 - Revised Plans.pdf**

**New Lot: Airport Construction**

**Addendum to Lot "Airport Equipment"**

**Addendum to Lot "MALSR"**

**Addendum to Lot "RWSL"**

**Changes were made to the following items:**

- ASPHALT PAVEMENT MILLING - 0 INCH TO 1 INCH
- ASPHALT PAVEMENT MILLING - OVER 1 INCHES TO 3 INCHES
- 1/C L-824 Type C Unshielded #8 AWG 5kv Copper cable (Black Jacket)
- ASPHALT PAVEMENT MILLING - 1/2 INCHES TO 2 INCHES FOR EMAS
- 1/C #6 AWG Solid Copper with 600 volt green XHHW insulation
- ASPHALT PAVEMENT DEMOLITION
- PAINTED PAVEMENT MARKING REMOVAL
- GEOTEXTILE FABRIC MOISTURE BARRIER
- CLEARING AND GRUBBING
- UNCLASSIFIED EXCAVATION
- 12 INCHES COMPACTED SUBGRADE
- 18 INCHES COMPACTED SUBGRADE
- 32 INCHES COMPACTED SUBGRADE
- TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL
- 8 INCH LIMEROCK BASE COURSE (BENEATH EMAS BEDS)
- 10 INCH LIMEROCK BASE COURSE (BENEATH SHOULDERS)
- 12 INCH LIMEROCK BASE COURSE (BENEATH FULL STRENGTH)
- RE-WORK LIMEROCK BASE COURSE (BENEATH EMAS BEDS)
- BITUMINOUS SURFACE AND LEVELING COURSES (P-401)
- BITUMINOUS MATERIAL FOR BASE AND SHOULDER PAVEMENT
- PORTLAND CEMENT CONCRETE PAVEMENT
- BURIED TRANSITION SLAB ADJACENT TO EXISTING ASPHALT PAVEMENT
- BURIED TRANSITION SLAB ADJACENT TO NEW PAVEMENT
- Install RWSL Light Fixture on Existing Base
- RUNWAY 10L EMAS BED INSTALLATION
- REMOVE AND DISPOSE RUNWAY 10L EMAS
- RUNWAY 28R EMAS BED INSTALLATION
- REMOVE AND DISPOSE RUNWAY 28R EMAS
- BITUMINOUS PRIME COAT
- BITUMINOUS TACK COAT
- CONCRETE ANCHOR GRADE BEAM
- RUNWAY AND TAXIWAY MARKING (WATERBORNE-TEMPORARY-NO BEADS)
- RUNWAY AND TAXIWAY MARKING (WATERBORNE-PERMANENT-NO BEADS)
- RUNWAY AND TAXIWAY MARKING (WATERBORNE-PERMANENT-BEADS)
- PAVEMENT MARKING SIGNAGE (THERMOPLASTIC)
- GROOVING
- 18 INCH REINFORCED CONCRETE PIPE (CLASS V)
- 24 INCHES REINFORCED CONCRETE PIPE (CLASS V)
- 30 INCHES REINFORCED CONCRETE PIPE (CLASS V)
- 36 INCHES REINFORCED CONCRETE PIPE (CLASS V)

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CLEAN AND INSPECT EXISTING PIPE - 24 INCHES DIAMETER  
CLEAN AND INSPECT EXISTING PIPE - 30 INCHES DIAMETER  
CLEAN AND INSPECT EXISTING PIPE - 36 INCHES DIAMETER  
CLEAN AND INSPECT EXISTING PIPE - 42 INCHES DIAMETER  
CLEAN AND INSPECT EXISTING PIPE - 54 INCHES DIAMETER  
CLEAN AND INSPECT EXISTING PIPE - 48 INCHES DIAMETER  
AIRCRAFT RATED DRAINAGE STRUCTURE  
SPECIAL AIRCRAFT RATED DRAINAGE STRUCTURE S-4  
AIRCRAFT RATED TRENCH DRAIN  
SODDING  
TOPSOILING  
ELECTRICAL DEMOLITION  
1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE  
1/C #6 AWG STRANDED COPPER WIRE WITH 600 VOLTS GREEN XHHW INSULATION  
1/C #6 AWG SOLID COPPER BSD or BHD COUNTERPOISE  
3/4 INCHES 10 FEET LONG COPPER CLAD STEEL SECTIONAL GROUND ROD  
ONE ADDITIONAL SECTION OF 3/4 INCHES X 10 FEET COPPER CLAD STEEL SECTIONAL GROU  
1 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED CONDUIT IN EARTH  
1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN EXISTING ASPHALT PAVEMENT  
1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN NEW PAVEMENT  
1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN NEW PCC  
2 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH  
3 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH  
4 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH  
4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER EXISTING PAVEMENT  
4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PAVEMENT  
4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PCC  
6 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH  
1 w 2 INCHES DIRECTIONAL BORE  
2 w 2 INCHES DIRECTIONAL BORE  
3 w 2 INCHES DIRECTIONAL BORE  
4 w 2 INCHES DIRECTIONAL BORE  
6 w 2 INCHES DIRECTIONAL BORE  
1 w 4 INCHES SCHEDULE 40 PVC SPLIT DUCT CONCRETE ENCASED  
1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED DRAIN PIPE  
1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED CONDUIT  
L-867D JUNCTION CAN IN TURF  
L-868C JUNCTION CAN IN EXISTING PAVEMENT  
JUNCTION CAN PLAZA- TWO CANS IN TURF  
JUNCTION CAN PLAZA- TWO CANS IN EXISTING PAVEMENT  
JUNCTION CAN PLAZA- THREE CANS IN TURF  
JUNCTION CAN PLAZA- FOUR CANS IN TURF  
JUNCTION CAN PLAZA- FOUR CANS IN EXISTING PAVEMENT  
JUNCTION CAN PLAZA- FOUR CANS IN NEW PCC  
JUNCTION CAN PLAZA SIX CANS IN TURF  
JUNCTION CAN PLAZA SIX CANS IN EXISTING PAVEMENT  
CONDUIT ENTRANCE INTO EXISTING MANHOLE  
DUCT EXTENSION TO EXISTING DUCT  
DUCT EXTENSION TO NEW CAN PLAZA  
DUCT CONNECTION TO EXISTING BASE CAN  
INSTALL NEW I-804(L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN EXISTING PAV  
INSTALL NEW L-804(L) ELEVATED RUNWAY GUARD LIGHT IN NEW BASE CAN IN NEW PAVEMENT  
INSTALL NEW I-804(L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN PCC  
L-829 7.5 KW CONSTANT CURRENT REGULATOR  
REMOVE RUNWAY ELEVATED FIXTURE AND INSTALL NEW FIXTURE ON NEW BASE CAN  
REMOVE EXISTING RUNWAY ELEV. LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST. CAN

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REMOVE EXISTING RUNWAY ELEV. LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST. BASE  
REMOVE RUNWAY ELEV. IN-PAVEMENT LIGHT FIXTURE AND INSTALL NEW FIXTURE ON NEW BAS  
REMOVE EXISTING RUNWAY IN-PAVEMENT LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST  
REMOVE IN-PAVEMENT RGL FIXTURE, SAFE FOR REUSE AND DEMOLISH EXISTING BASE CAN  
INSTALL EXISTING PREVIOUSLY REMOVED IN-PAVEMENT RGL ON A NEW BASE CAN  
L-858(L) SIGN- SINGLE FACE - 1 MODULE ON NEW PAD  
L-858(L) Sign - SINGLE FACE- 1 MODULE ON EXISTING PAD  
L-858(L) Sign - DOUBLE FACE- 1 MODULE ON NEW PAD  
L-858(L) SIGN- DOUBLE FACE, 1 MODULE ON EXISTING PAD  
L-858(L) Sign - SINGLE FACE- 2 MODULE ON NEW PAD  
L-858(L) SIGN- SINGLE FACE- 2 MODULE IN NEW PCC  
L-858(L) SIGN - SINGLE FACE- 2 MODULE ON EXISTING PAD  
L-858(L)SIGN- DOUBLE FACE- 2 MODULE ON NEW PAD  
L-858(L) SIGN- DOUBLE FACE- 2 MODULE ON NEW PCC  
L-858(L) SIGN-- DOUBLE FACE- 2 MODULE INSTALLED ON EXISTING PAVEMENT  
L-858 (L) SIGN- DOUBLE FACE, 2 MODULE ON EXISTING PAD  
L-858(L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PAD  
L-858(L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PCC  
L-858 (L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING CONCRETE PAD  
L-858(L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING PAVEMENT  
L-858(L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON A EXISTING PAVEMENT  
L-858(L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PAD  
L-858(L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PCC  
L-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAD  
L-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAVEMENT  
L-858(L) SIGN-SINGLE FACE- 4 MODULE INSTALLED ON NEW PAD  
L-858 (L) SIGN- SINGLE FACE- 4 MODULE ON EXISTING PAD  
L-858(L) SIGN- DOUBLE FACE- 4 MODULE INSTALLED ON NEW PAD  
L-858 (L) SIGN-DOUBLE FACE, 4 MODULE ON EXISTING PAD  
SIGN RELOCATION  
INSTALL OWNER PROVIDED SIGN ON EXISTING PAD  
SIGN PANEL REPLACEMENT  
REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL AT SAME CAN  
REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL IN NEW CAN  
L-861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN PAVEMENT  
L-861T(L) TAXIWAY EDGE LIGHT INSTALLED IN EXISTING BASE CAN  
L-861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN NEW PCC  
L-861T(L) IN-PAVEMENT TAXIWAY EDGE LIGHT INSTALLED IN EXISTING ASPHALT PAVEMENT  
CONDUIT ENTRY INTO EXISTING BASE CAN  
REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN EXIST. C  
REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN NEW CAN  
REMOVE EXISTING PAPI POWER AND CONTROL BOXES AND RELOCATE OUT OF RSA  
REMOVE EXISTING REFLECTOR MARKER, STORE AND REINSTALL WHEN PAVEMENT WORK IS COMP  
MODIFICATIONS TO AIRFIELD LIGHTING CONTROL & MONITORING SYSTEM

**Addendum # 4**

**Changes were made to the following items:**

REINFORCED CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT

**Addendum # 5**

New Documents

Addendum 5 - Revised Plan - E-6.18.pdf

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Previous End Date	<b>Dec 14, 2018 2:00:00 PM</b> EST	New End Date	<b>Dec 19, 2018 2:00:00 PM</b> EST
Previous Bid Allowance Amount	\$125,000.00	New Bid Allowance Amount	\$175,000.00

**Addendum # 6**

New Documents	<b>Addendum 6 - Revised Specifications.pdf</b>
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**Item Response Form**

Item **PNC2117690C1-01-01 - General Conditions: PERFORMANCE AND PAYMENT BOND PREMIUM**

Lot Description General Conditions

Quantity **1 lump sum**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

**Description**  
Pay Item No. G-100-4.1.1 Performance & Payment Bonds. The cost for this line item is not to exceed 3% of the Total Price. This is not a matter of responsiveness. It is merely an instruction to the Vendor/Contractor. Any amount in excess of 3% of the Total Price will be moved into Pay Item G-100-4.3.1, Excess Mobilization, Insurance & Bonds. Moving the amount to or from one line item to another will not change the Total Price.

Item **PNC2117690C1-01-02 - General Conditions: MOBILIZATION & INSURANCE**

Lot Description General Conditions

Quantity **1 lump sum**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

**Description**  
Pay Item No. G-100-4.2.1. Mobilization & Insurance. The cost for this line item is not to exceed 3% of the Total Price. This is not a matter of responsiveness. It is merely an instruction to the Vendor/Contractor. Any amount in excess of 3% of the Total Price will be moved into Pay Item G-100-4.3.1, Excess Mobilization, Insurance & Bonds. Moving the amount to or from one line item to another will not change the Total Price.

Item **PNC2117690C1-01-03 - General Conditions: EXCESS MOBILIZATION, INSURANCE & BONDS**

Lot Description General Conditions

Quantity **1 lump sum**

Unit Price

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Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. G-100-4.3.1. Excess Mobilization, Insurance & Bonds. Value over 3% of Total Price for items G-100-4.1.1 and G-100.4.2.1

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Item **PNC2117690C1-02-01 - General Construction: CONTRACTOR S QUALITY CONTROL PROGRAM**  
Lot Description General Construction  
Quantity **1 lump sum**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. G-101-2.1

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Item **PNC2117690C1-02-02 - General Construction: MAINTENANCE OF TRAFFIC**  
Lot Description General Construction  
Quantity **1 lump sum**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. G-102.5.1

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Item **PNC2117690C1-02-03 - General Construction: CONSTRUCTION FIELD OFFICE**  
Lot Description General Construction  
Quantity **1 lump sum**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. G-103-4.1

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Item **PNC2117690C1-02-04 - General Construction: CONSTRUCTION PROGRESS PHOTOGRAPHY**

Broward County Board of  
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Bid PNC2117690C1

Lot Description      General Construction  
Quantity              **1 lump sum**  
Unit Price            \_\_\_\_\_  
Delivery Location    **Broward County Board of County Commissioners**  
                              Refer to Specifications and Requirements  
                              N/A  
                              N/A FL 33301  
                              Qty 1

Description  
Pay Item No. G-103-4-2

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Item                    **PNC2117690C1-02-05 - General Construction: PROJECT SIGN**  
Lot Description      General Construction  
Quantity              **1 each**  
Unit Price            \_\_\_\_\_  
Delivery Location    **Broward County Board of County Commissioners**  
                              Refer to Specifications and Requirements  
                              N/A  
                              N/A FL 33301  
                              Qty 1

Description  
Pay Item No. G-103-4.3

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Item                    **PNC2117690C1-02-06 - General Construction: PROJECT SURVEY AND STAKEOUT**  
Lot Description      General Construction  
Quantity              **1 lump sum**  
Unit Price            \_\_\_\_\_  
Delivery Location    **Broward County Board of County Commissioners**  
                              Refer to Specifications and Requirements  
                              N/A  
                              N/A FL 33301  
                              Qty 1

Description  
Pay Item No. S-101-5.1

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Item                    **PNC2117690C1-03-01 - Airport Construction: ASPHALT PAVEMENT MILLING - 0 INCH TO 1 INCH**  
Lot Description      Airport Construction  
Quantity              **275700 square yard**  
Unit Price            \_\_\_\_\_  
Delivery Location    **Broward County Board of County Commissioners**  
                              Refer to Specifications and Requirements  
                              N/A  
                              N/A FL 33301  
                              Qty 275700

Description  
Pay Item No. S-103-3.1

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title
	<b>ASPHALT PAVEMENT MILLING - 0 INCH TO 1 INCH</b>
Added Item	

Item **PNC2117690C1-03-02 - Airport Construction: ASPHALT PAVEMENT MILLING - OVER 1 INCHES TO 3 INCHES**  
 Lot Description Airport Construction  
 Quantity **20000 square yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 20000

Description  
Pay Item No. S-103-3.2

**Addendum # 3**

Previous Title	New Title
	<b>ASPHALT PAVEMENT MILLING - OVER 1 INCHES TO 3 INCHES</b>
Added Item	

Item **PNC2117690C1-03-03 - Airport Construction: ASPHALT PAVEMENT MILLING - 1/2 INCHES TO 2 INCHES FOR EMAS**  
 Lot Description Airport Construction  
 Quantity **19500 square yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 19500

Description  
Pay Item No. S-103-3.3

**Addendum # 3**

Previous Title	New Title
	<b>ASPHALT PAVEMENT MILLING - 1/2 INCHES TO 2 INCHES FOR EMAS</b>
Added Item	

Item **PNC2117690C1-03-04 - Airport Construction: ASPHALT PAVEMENT DEMOLITON**  
 Lot Description Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **251000 square yard**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 251000  
Description  
Pay Item No. S-104-4.1

**Addendum # 3**

Previous Title	New Title	ASPHALT PAVEMENT DEMOLITON
Added Item		

Item **PNC2117690C1-03-05 - Airport Construction: PAINTED PAVEMENT MARKING REMOVAL**  
Lot Description Airport Construction  
Quantity **315000 square foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 315000  
Description  
Pay Item No. S-105-5.1

**Addendum # 3**

Previous Title	New Title	PAINTED PAVEMENT MARKING REMOVAL
Added Item		

Item **PNC2117690C1-03-06 - Airport Construction: GEOTEXTILE FABRIC MOISTURE BARRIER**  
Lot Description Airport Construction  
Quantity **6160 square yard**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 6160  
Description  
Pay Item No. S-106-5.1

**Addendum # 3**

Previous Title	New Title	GEOTEXTILE FABRIC MOISTURE BARRIER
Added Item		

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Added Item

Item **PNC2117690C1-03-07 - Airport Construction: CLEARING AND GRUBBING**  
 Lot Description Airport Construction  
 Quantity **160000 square yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 160000

Description  
 Pay Item No. P-151-4.1

**Addendum # 3**

Previous Title	New Title	CLEARING AND GRUBBING
Added Item		

Item **PNC2117690C1-03-08 - Airport Construction: UNCLASSIFIED EXCAVATION**  
 Lot Description Airport Construction  
 Quantity **40000 cubic yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 40000

Description  
 Pay Item No. P-152-4.1

**Addendum # 3**

Previous Title	New Title	UNCLASSIFIED EXCAVATION
Added Item		

Item **PNC2117690C1-03-09 - Airport Construction: 12 INCHES COMPACTED SUBGRADE**  
 Lot Description Airport Construction  
 Quantity **56000 square yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 56000

Description  
 Pay Item No. P-152-4.2

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title	12 INCHES COMPACTED SUBGRADE
Added Item		

Item **PNC2117690C1-03-10 - Airport Construction: 18 INCHES COMPACTED SUBGRADE**  
Lot Description Airport Construction  
Quantity **136000 square yard**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 136000

Description  
Pay Item No. P-152-4.3

**Addendum # 3**

Previous Title	New Title	18 INCHES COMPACTED SUBGRADE
Added Item		

Item **PNC2117690C1-03-11 - Airport Construction: 32 INCHES COMPACTED SUBGRADE**  
Lot Description Airport Construction  
Quantity **29000 square yard**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 29000

Description  
Pay Item No. P-152-4.4

**Addendum # 3**

Previous Title	New Title	32 INCHES COMPACTED SUBGRADE
Added Item		

Item **PNC2117690C1-03-12 - Airport Construction: TEMPORARY AIR AND WATER POLLUTION,  
SOIL EROSION, AND SILTATION CONTROL**  
Lot Description Airport Construction  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements

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Bid PNC2117690C1

N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. P-156-5.1

**Addendum # 3**

Previous Title	New Title	<b>TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL</b>
Added Item		

Item **PNC2117690C1-03-13 - Airport Construction: 8 INCH LIMEROCK BASE COURSE (BENEATH EMAS BEDS)**  
 Lot Description Airport Construction  
 Quantity **6200 square yard**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 6200

Description  
Pay Item No. P-211-5.1

**Addendum # 3**

Previous Title	New Title	<b>8 INCH LIMEROCK BASE COURSE (BENEATH EMAS BEDS)</b>
Added Item		

Item **PNC2117690C1-03-14 - Airport Construction: 10 INCH LIMEROCK BASE COURSE (BENEATH SHOULDERS)**  
 Lot Description Airport Construction  
 Quantity **50000 square yard**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 50000

Description  
Pay Item No. P-211-5.2

**Addendum # 3**

Previous Title	New Title	<b>10 INCH LIMEROCK BASE COURSE (BENEATH SHOULDERS)</b>
Added Item		

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Bid PNC2117690C1

**Item** PNC2117690C1-03-15 - Airport Construction: 12 INCH LIMEROCK BASE COURSE (BENEATH FULL STRENGTH)  
**Lot Description** Airport Construction  
**Quantity** 25000 square yard  
**Unit Price**   
**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 25000

**Description**  
 Pay Item No. P-211-5.3

**Addendum # 3**

Previous Title	New Title	12 INCH LIMEROCK BASE COURSE (BENEATH FULL STRENGTH)
Added Item		

**Item** PNC2117690C1-03-16 - Airport Construction: RE-WORK LIMEROCK BASE COURSE (BENEATH EMAS BEDS)  
**Lot Description** Airport Construction  
**Quantity** 19000 square yard  
**Unit Price**   
**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 19000

**Description**  
 Pay Item No. P-211-5.4

**Addendum # 3**

Previous Title	New Title	RE-WORK LIMEROCK BASE COURSE (BENEATH EMAS BEDS)
Added Item		

**Item** PNC2117690C1-03-17 - Airport Construction: BITUMINIOUS SURFACE AND LEVELING COURSES (P-401)  
**Lot Description** Airport Construction  
**Quantity** 52790 ton  
**Unit Price**   
**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
 N/A

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A FL 33301  
Qty 52790

Description  
Pay Item No. P-401-8.1

**Addendum # 3**

Previous Title	New Title	<b>BITUMINIOUS SURFACE AND LEVELING COURSES (P-401)</b>
Added Item		

Item **PNC2117690C1-03-18 - Airport Construction: BITUMINOUS MATERIAL FOR BASE AND SHOULDER PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **102000 ton**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 102000

Description  
Pay Item No. P-405-8.1

**Addendum # 3**

Previous Title	New Title	<b>BITUMINOUS MATERIAL FOR BASE AND SHOULDER PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-19 - Airport Construction: PORTLAND CEMENT CONCRETE PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **124000 square yard**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 124000

Description  
Pay Item No. P-501-8.1

**Addendum # 3**

Previous Title	New Title	<b>PORTLAND CEMENT CONCRETE PAVEMENT</b>
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-20 - Airport Construction: BURIED TRANSITION SLAB ADJACENT TO EXISTING ASPHALT PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **500 square yard**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 500

Description  
Pay Item No. P-501-8.2

**Addendum # 3**

Previous Title	New Title	<b>BURIED TRANSITION SLAB ADJACENT TO EXISTING ASPHALT PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-21 - Airport Construction: BURIED TRANSITION SLAB ADJACENT TO NEW PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **600 square yard**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 600

Description  
Pay Item No. P-501-8.3

**Addendum # 3**

Previous Title	New Title	<b>BURIED TRANSITION SLAB ADJACENT TO NEW PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-22 - Airport Construction: RUNWAY 10L EMAS BED INSTALLATION**  
 Lot Description Airport Construction  
 Quantity **1 lump sum**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Pay Item No. P-555-1

**Addendum # 3**

Previous Title	New Title	<b>RUNWAY 10L EMAS BED INSTALLATION</b>
Added Item		

Item **PNC2117690C1-03-23 - Airport Construction: REMOVE AND DISPOSE RUNWAY 10L EMAS**  
Lot Description Airport Construction  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. P-555-2

**Addendum # 3**

Previous Title	New Title	<b>REMOVE AND DISPOSE RUNWAY 10L EMAS</b>
Added Item		

Item **PNC2117690C1-03-24 - Airport Construction: RUNWAY 28R EMAS BED INSTALLATION**  
Lot Description Airport Construction  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. P-555-3

**Addendum # 3**

Previous Title	New Title	<b>RUNWAY 28R EMAS BED INSTALLATION</b>
Added Item		

Item **PNC2117690C1-03-25 - Airport Construction: REMOVE AND DISPOSE RUNWAY 28R EMAS**  
Lot Description Airport Construction  
Quantity **1 lump sum**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. P-555-4

**Addendum # 3**

Previous Title	New Title	REMOVE AND DISPOSE RUNWAY 28R EMAS
Added Item		

Item **PNC2117690C1-03-26 - Airport Construction: BITUMINOUS PRIME COAT**  
Lot Description Airport Construction  
Quantity **29000 gallon**  
Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 29000

Description  
Pay Item No. P-602-5.1

**Addendum # 3**

Previous Title	New Title	BITUMINOUS PRIME COAT
Added Item		

Item **PNC2117690C1-03-27 - Airport Construction: BITUMINOUS TACK COAT**  
Lot Description Airport Construction  
Quantity **70000 gallon**  
Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 70000

Description  
Pay Item No. P-603-5.1

**Addendum # 3**

Previous Title	New Title	BITUMINOUS TACK COAT
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-28 - Airport Construction: CONCRETE ANCHOR GRADE BEAM**  
 Lot Description Airport Construction  
 Quantity **2 each**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 2

Description  
Pay Item No. P-610-1

**Addendum # 3**

Previous Title	New Title	CONCRETE ANCHOR GRADE BEAM
Added Item		

Item **PNC2117690C1-03-29 - Airport Construction: RUNWAY AND TAXIWAY MARKING  
(WATERBORNE-TEMPORARY-NO BEADS)**  
 Lot Description Airport Construction  
 Quantity **400000 square foot**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 400000

Description  
Pay Item No. P-620-5.1

**Addendum # 3**

Previous Title	New Title	RUNWAY AND TAXIWAY MARKING (WATERBORNE-TEMPORARY-NO BEADS)
Added Item		

Item **PNC2117690C1-03-30 - Airport Construction: RUNWAY AND TAXIWAY MARKING  
(WATERBORNE-PERMANENT-NO BEADS)**  
 Lot Description Airport Construction  
 Quantity **210000 square foot**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 210000

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Description  
Pay Item No. P-620-5.2

**Addendum # 3**

Previous Title	New Title
	<b>RUNWAY AND TAXIWAY MARKING (WATERBORNE-PERMANENT-NO BEADS)</b>
Added Item	

Item **PNC2117690C1-03-31 - Airport Construction: RUNWAY AND TAXIWAY MARKING  
(WATERBORNE-PERMANENT-BEADS)**  
Lot Description Airport Construction  
Quantity **375000 square foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 375000

Description  
Pay Item No. P-620-5.3

**Addendum # 3**

Previous Title	New Title
	<b>RUNWAY AND TAXIWAY MARKING (WATERBORNE-PERMANENT-BEADS)</b>
Added Item	

Item **PNC2117690C1-03-32 - Airport Construction: PAVEMENT MARKING SIGNAGE  
(THERMOPLASTIC)**  
Lot Description Airport Construction  
Quantity **30000 square foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 30000

Description  
Pay Item No. P-620-5.4

**Addendum # 3**

Previous Title	New Title
	<b>PAVEMENT MARKING SIGNAGE (THERMOPLASTIC)</b>
Added Item	

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-33 - Airport Construction: GROOVING**  
 Lot Description Airport Construction  
 Quantity **156000 square yard**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 156000

Description  
Pay Item No. P-621-5.1

**Addendum # 3**

Previous Title	New Title	GROOVING
Added Item		

Item **PNC2117690C1-03-34 - Airport Construction: 18 INCH REINFORCED CONCRETE PIPE (CLASS V)**  
 Lot Description Airport Construction  
 Quantity **600 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 600

Description  
Pay Item No. D-701-5.1

**Addendum # 3**

Previous Title	New Title	18 INCH REINFORCED CONCRETE PIPE (CLASS V)
Added Item		

Item **PNC2117690C1-03-35 - Airport Construction: 24 INCHES REINFORCED CONCRETE PIPE (CLASS V)**  
 Lot Description Airport Construction  
 Quantity **285 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 285

Description  
Pay Item No. D-701-5.2

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title
	<b>24 INCHES REINFORCED CONCRETE PIPE (CLASS V)</b>
Added Item	

Item **PNC2117690C1-03-36 - Airport Construction: 30 INCHES REINFORCED CONCRETE PIPE (CLASS V)**  
 Lot Description Airport Construction  
 Quantity **200 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 200

Description  
 Pay Item No. D-701-5.3

**Addendum # 3**

Previous Title	New Title
	<b>30 INCHES REINFORCED CONCRETE PIPE (CLASS V)</b>
Added Item	

Item **PNC2117690C1-03-37 - Airport Construction: 36 INCHES REINFORCED CONCRETE PIPE (CLASS V)**  
 Lot Description Airport Construction  
 Quantity **500 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 500

Description  
 Pay Item No. D-701-5.4

**Addendum # 3**

Previous Title	New Title
	<b>36 INCHES REINFORCED CONCRETE PIPE (CLASS V)</b>
Added Item	

Item **PNC2117690C1-03-38 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 24 INCHES DIAMETER**  
 Lot Description Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **3800 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3800

Description  
Pay Item No. D-701-5.5

**Addendum # 3**

Previous Title	New Title	<b>CLEAN AND INSPECT EXISTING PIPE - 24 INCHES DIAMETER</b>
Added Item		

Item **PNC2117690C1-03-39 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 30  
INCHES DIAMETER**  
Lot Description Airport Construction  
Quantity **2900 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2900

Description  
Pay Item No. D-701-5.6

**Addendum # 3**

Previous Title	New Title	<b>CLEAN AND INSPECT EXISTING PIPE - 30 INCHES DIAMETER</b>
Added Item		

Item **PNC2117690C1-03-40 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 36  
INCHES DIAMETER**  
Lot Description Airport Construction  
Quantity **3100 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3100

Description  
Pay Item No. D-701-5.7

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	<b>CLEAN AND INSPECT EXISTING PIPE - 36 INCHES DIAMETER</b>
Added Item		

**Item** PNC2117690C1-03-41 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 42  
INCHES DIAMETER  
**Lot Description** Airport Construction  
**Quantity** 350 linear foot  
**Unit Price**   
**Delivery Location** **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 350

**Description**  
Pay Item No. D-701-5.8

**Addendum # 3**

Previous Title	New Title	<b>CLEAN AND INSPECT EXISTING PIPE - 42 INCHES DIAMETER</b>
Added Item		

**Item** PNC2117690C1-03-42 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 54  
INCHES DIAMETER  
**Lot Description** Airport Construction  
**Quantity** 1650 linear foot  
**Unit Price**   
**Delivery Location** **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1650

**Description**  
Pay Item No. D-701-5.9

**Addendum # 3**

Previous Title	New Title	<b>CLEAN AND INSPECT EXISTING PIPE - 54 INCHES DIAMETER</b>
Added Item		

**Item** PNC2117690C1-03-43 - Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 48  
INCHES DIAMETER  
**Lot Description** Airport Construction  
**Quantity** 530 linear foot

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 530

Description  
Pay Item No. D-701-5.10

**Addendum # 3**

Previous Title	New Title
	<b>CLEAN AND INSPECT EXISTING PIP E- 48 INCHES DIAMETER</b>
Added Item	

Item **PNC2117690C1-03-44 - Airport Construction: AIRCRAFT RATED DRAINAGE STRUCTURE**  
Lot Description Airport Construction  
Quantity **7 each**  
Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 7

Description  
Pay Item No. D-751-5.1

**Addendum # 3**

Previous Title	New Title
	<b>AIRCRAFT RATED DRAINAGE STRUCTURE</b>
Added Item	

Item **PNC2117690C1-03-45 - Airport Construction: SPECIAL AIRCRAFT RATED DRAINAGE  
STRUCTURE S-4**  
Lot Description Airport Construction  
Quantity **1 each**  
Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. D-751-5.2

**Addendum # 3**

Previous Title	New Title
	<b>SPECIAL AIRCRAFT RATED DRAINAGE STRUCTURE S-4</b>

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Added Item

Item **PNC2117690C1-03-46 - Airport Construction: AIRCRAFT RATED TRENCH DRAIN**  
Lot Description Airport Construction  
Quantity **130 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 130

Description  
Pay Item No. D-751-5.3

**Addendum # 3**

Previous Title	New Title	AIRCRAFT RATED TRENCH DRAIN
Added Item		

Item **PNC2117690C1-03-47 - Airport Construction: SODDING**  
Lot Description Airport Construction  
Quantity **217000 square yard**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 217000

Description  
Pay Item No. T-904-5.1

**Addendum # 3**

Previous Title	New Title	SODDING
Added Item		

Item **PNC2117690C1-03-48 - Airport Construction: TOPSOILING**  
Lot Description Airport Construction  
Quantity **10500 cubic yard**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 10500

Description

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Pay Item No. T-905-5.1

**Addendum # 3**

Previous Title	New Title	TOPSOILING
Added Item		

Item **PNC2117690C1-03-49 - Airport Construction: ELECTRICAL DEMOLITION**  
 Lot Description Airport Construction  
 Quantity **1 lump sum**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
Pay Item No. L-105-01

**Addendum # 3**

Previous Title	New Title	ELECTRICAL DEMOLITION
Added Item		

Item **PNC2117690C1-03-50 - Airport Construction: 1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE**  
 Lot Description Airport Construction  
 Quantity **136557 linear foot**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 136557

Description  
Pay Item No. L-108-01

**Addendum # 3**

Previous Title	New Title	<b>1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE</b>
Added Item		

Item **PNC2117690C1-03-51 - Airport Construction: 1/C #6 AWG STRANDED COPPER WIRE WITH 600 VOLTS GREEN XHHW INSULATION**  
 Lot Description Airport Construction  
 Quantity **15000 linear foot**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 15000

Description  
Pay Item No. L-108-02

**Addendum # 3**

Previous Title	New Title
	<b>1/C #6 AWG STRANDED COPPER WIRE WITH 600 VOLTS GREEN XHHW INSULATION</b>
Added Item	

Item **PNC2117690C1-03-52 - Airport Construction: 1/C #6 AWG SOLID COPPER BSD or BHD  
COUNTERPOISE**  
Lot Description Airport Construction  
Quantity **74935 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 74935

Description  
Pay Item No. L-108-03

**Addendum # 3**

Previous Title	New Title
	<b>1/C #6 AWG SOLID COPPER BSD or BHD COUNTERPOISE</b>
Added Item	

Item **PNC2117690C1-03-53 - Airport Construction: 3/4 INCHES 10 FEET LONG COPPER CLAD  
STEEL SECTIONAL GROUND ROD**  
Lot Description Airport Construction  
Quantity **500 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 500

Description  
Pay Item No. L-108-04

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	<b>3/4 INCHES 10 FEET LONG COPPER CLAD STEEL SECTIONAL GROUND ROD</b>
Added Item		

**Item** PNC2117690C1-03-54 - Airport Construction: ONE ADDITIONAL SECTION OF 3/4 INCHES X 10 FEET COPPER CLAD STEEL SECTIONAL GROU

**Lot Description** Airport Construction

**Quantity** 500 each

**Unit Price** [REDACTED]

**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 500

**Description**  
Pay Item No. L-108-05

**Addendum # 3**

Previous Title	New Title	<b>ONE ADDITIONAL SECTION OF 3/4 INCHES X 10 FEET COPPER CLAD STEEL SECTIONAL GROU</b>
Added Item		

**Item** PNC2117690C1-03-55 - Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED CONDUIT IN EARTH

**Lot Description** Airport Construction

**Quantity** 5870 linear foot

**Unit Price** [REDACTED]

**Delivery Location** Broward County Board of County Commssioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 5870

**Description**  
Pay Item No. L-110-01

**Addendum # 3**

Previous Title	New Title	<b>1 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED CONDUIT IN EARTH</b>
Added Item		

**Item** PNC2117690C1-03-56 - Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN EXISTING ASPHALT PAVEMENT

**Lot Description** Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **2500 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2500

Description  
Pay Item No. L-110-02

**Addendum # 3**

Previous Title	New Title
	<b>1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN EXISTING ASPHALT PAVEMENT</b>
Added Item	

Item **PNC2117690C1-03-57 - Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED IN NEW PAVEMENT**  
Lot Description Airport Construction  
Quantity **2000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2000

Description  
Pay Item No. L-110-03

**Addendum # 3**

Previous Title	New Title
	<b>1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN NEW PAVEMENT</b>
Added Item	

Item **PNC2117690C1-03-58 - Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED IN NEW PCC**  
Lot Description Airport Construction  
Quantity **2600 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2600

Description  
Pay Item No. L-110-04

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title
	<b>1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN NEW PCC</b>
Added Item	

Item **PNC2117690C1-03-59 - Airport Construction: 2 w 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED DUCT IN EARTH**  
Lot Description Airport Construction  
Quantity **3550 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3550  
Description  
Pay Item No. L-110-05

**Addendum # 3**

Previous Title	New Title
	<b>2 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH</b>
Added Item	

Item **PNC2117690C1-03-60 - Airport Construction: 3 W 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED DUCT IN EARTH**  
Lot Description Airport Construction  
Quantity **2880 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2880  
Description  
Pay Item No. L-110-06

**Addendum # 3**

Previous Title	New Title
	<b>3 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH</b>
Added Item	

Item **PNC2117690C1-03-61 - Airport Construction: 4 w 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED DUCT IN EARTH**  
Lot Description Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **5810 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 5810

Description  
Pay Item No. L-110-07

**Addendum # 3**

Previous Title	New Title
	<b>4 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH</b>
Added Item	

Item **PNC2117690C1-03-62 - Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED UNDER EXISTING PAVEMENT**  
Lot Description Airport Construction  
Quantity **160 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 160

Description  
Pay Item No. L-110-08

**Addendum # 3**

Previous Title	New Title
	<b>4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER EXISTING PAVEMENT</b>
Added Item	

Item **PNC2117690C1-03-63 - Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE  
ENCASED UNDER NEW PAVEMENT**  
Lot Description Airport Construction  
Quantity **1380 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1380

Description  
Pay Item No. L-110-09

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	<b>4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-64 - Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PCC**  
 Lot Description **Airport Construction**  
 Quantity **860 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 860

Description  
Pay Item No. L-110-10

**Addendum # 3**

Previous Title	New Title	<b>4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PCC</b>
Added Item		

Item **PNC2117690C1-03-65 - Airport Construction: 6 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH**  
 Lot Description **Airport Construction**  
 Quantity **850 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 850

Description  
Pay Item No. L-110-11

**Addendum # 3**

Previous Title	New Title	<b>6 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH</b>
Added Item		

Item **PNC2117690C1-03-66 - Airport Construction: 1 w 2 INCHES DIRECTIONAL BORE**  
 Lot Description **Airport Construction**  
 Quantity **1075 linear foot**  
 Unit Price

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1075

Description  
Pay Item No. L-110-12

**Addendum # 3**

Previous Title	New Title
	<b>1 w 2 INCHES DIRECTIONAL BORE</b>
Added Item	

Item **PNC2117690C1-03-67 - Airport Construction: 2 w 2 INCHES DIRECTIONAL BORE**  
Lot Description **Airport Construction**  
Quantity **1600 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1600

Description  
Pay Item No. L-110-13

**Addendum # 3**

Previous Title	New Title
	<b>2 w 2 INCHES DIRECTIONAL BORE</b>
Added Item	

Item **PNC2117690C1-03-68 - Airport Construction: 3 w 2 INCHES DIRECTIONAL BORE**  
Lot Description **Airport Construction**  
Quantity **325 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 325

Description  
Pay Item No. L-110-14

**Addendum # 3**

Previous Title	New Title
	<b>3 w 2 INCHES DIRECTIONAL BORE</b>
Added Item	

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-69 - Airport Construction: 4 w 2 INCHES DIRECTIONAL BORE**  
Lot Description Airport Construction  
Quantity **2625 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2625

Description  
Pay Item No- L-110-15

**Addendum # 3**

Previous Title	New Title
	<b>4 w 2 INCHES DIRECTIONAL BORE</b>
Added Item	

Item **PNC2117690C1-03-70 - Airport Construction: 6 w 2 INCHES DIRECTIONAL BORE**  
Lot Description Airport Construction  
Quantity **2300 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2300

Description  
Pay Item No. L- 110-16

**Addendum # 3**

Previous Title	New Title
	<b>6 w 2 INCHES DIRECTIONAL BORE</b>
Added Item	

Item **PNC2117690C1-03-71 - Airport Construction: 1 w 4 INCHES SCHEDULE 40 PVC SPLIT DUCT CONCRETE ENCASED**  
Lot Description Airport Construction  
Quantity **150 linear foot**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 150

Description  
Pay Item No. L-110-17

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title
	<b>1 w 4 INCHES SCHEDULE 40 PVC SPLIT DUCT CONCRETE ENCASED</b>
Added Item	

Item **PNC2117690C1-03-72 - Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC DIRECT  
BURIED DRAIN PIPE**  
Lot Description Airport Construction  
Quantity **7680 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 7680  
  
Description  
Pay Item No. L-110-18

**Addendum # 3**

Previous Title	New Title
	<b>1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED DRAIN PIPE</b>
Added Item	

Item **PNC2117690C1-03-73 - Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC DIRECT  
BURIED CONDUIT**  
Lot Description Airport Construction  
Quantity **200 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 200  
  
Description  
Pay Item No. L-110-19

**Addendum # 3**

Previous Title	New Title
	<b>1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED CONDUIT</b>
Added Item	

Item **PNC2117690C1-03-74 - Airport Construction: L-867D JUNCTION CAN IN TURF**  
Lot Description Airport Construction  
Quantity **8 each**  
Unit Price

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 8

Description  
Pay Item No. L-115-1

**Addendum # 3**

Previous Title	New Title	L-867D JUNCTION CAN IN TURF
Added Item		

Item **PNC2117690C1-03-75 - Airport Construction: L -868C JUNCTION CAN IN EXISTING PAVEMENT**

Lot Description Airport Construction

Quantity **2 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 2

Description  
Pay Item No. L-115-2

**Addendum # 3**

Previous Title	New Title	L -868C JUNCTION CAN IN EXISTING PAVEMENT
Added Item		

Item **PNC2117690C1-03-76 - Airport Construction: JUNCTION CAN PLAZA- TWO CANS IN TURF**

Lot Description Airport Construction

Quantity **24 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 24

Description  
Pay Item No. L-115-3

**Addendum # 3**

Previous Title	New Title	JUNCTION CAN PLAZA- TWO CANS IN TURF
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-77 - Airport Construction: JUNCTION CAN PLAZA- TWO CANS IN EXISTING PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **2 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 2

Description  
Pay Item No. L-115-4

**Addendum # 3**

Previous Title	New Title	<b>JUNCTION CAN PLAZA- TWO CANS IN EXISTING PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-78 - Airport Construction: JUNCTION CAN PLAZA- THREE CANS IN TURF**  
 Lot Description Airport Construction  
 Quantity **10 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 10

Description  
Pay Item No. L-115-5

**Addendum # 3**

Previous Title	New Title	<b>JUNCTION CAN PLAZA- THREE CANS IN TURF</b>
Added Item		

Item **PNC2117690C1-03-79 - Airport Construction: JUNCTION CAN PLAZA- FOUR CANS IN TURF**  
 Lot Description Airport Construction  
 Quantity **43 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 43

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Description  
Pay Item No. L-115-6

**Addendum # 3**

Previous Title	New Title	JUNCTION CAN PLAZA- FOUR CANS IN TURF
Added Item		

Item **PNC2117690C1-03-80 - Airport Construction: JUNCTION CAN PLAZA- FOUR CANS IN EXISTING PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
Pay Item No. L-115-7

**Addendum # 3**

Previous Title	New Title	JUNCTION CAN PLAZA- FOUR CANS IN EXISTING PAVEMENT
Added Item		

Item **PNC2117690C1-03-81 - Airport Construction: JUNCTION CAN PLAZA-FOUR CANS IN NEW PCC**  
 Lot Description Airport Construction  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
Pay Item No. L-115-8

**Addendum # 3**

Previous Title	New Title	JUNCTION CAN PLAZA-FOUR CANS IN NEW PCC
Added Item		

Item **PNC2117690C1-03-82 - Airport Construction: JUNCTION CAN PLAZA SIX CANS IN TURF**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Lot Description Airport Construction  
Quantity 17 each  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 17

Description  
Pay Item No. L-115-9

**Addendum # 3**

Previous Title	New Title
	JUNCTION CAN PLAZA SIX CANS IN TURF
Added Item	

Item **PNC2117690C1-03-83 - Airport Construction: JUNCTION CAN PLAZA SIX CANS IN EXISTING PAVEMENT**  
Lot Description Airport Construction  
Quantity 2 each  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item No. L-115-10

**Addendum # 3**

Previous Title	New Title
	JUNCTION CAN PLAZA SIX CANS IN EXISTING PAVEMENT
Added Item	

Item **PNC2117690C1-03-84 - Airport Construction: CONDUIT ENTRANCE INTO EXISTING MANHOLE**  
Lot Description Airport Construction  
Quantity 5 each  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 5

Description  
Pay Item No. L-115-11

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title	<b>CONDUIT ENTRANCE INTO EXISTING MANHOLE</b>
Added Item		

Item **PNC2117690C1-03-85 - Airport Construction: DUCT EXTENSION TO EXISTING DUCT**  
Lot Description Airport Construction  
Quantity **24 each**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 24  
Description  
Pay Item No. L-115-12

**Addendum # 3**

Previous Title	New Title	<b>DUCT EXTENSION TO EXISTING DUCT</b>
Added Item		

Item **PNC2117690C1-03-86 - Airport Construction: DUCT EXTENSION TO NEW CAN PLAZA**  
Lot Description Airport Construction  
Quantity **6 each**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 6  
Description  
Pay Item No. L-115-13

**Addendum # 3**

Previous Title	New Title	<b>DUCT EXTENSION TO NEW CAN PLAZA</b>
Added Item		

Item **PNC2117690C1-03-87 - Airport Construction: DUCT CONNECTION TO EXISTING BASE CAN**  
Lot Description Airport Construction  
Quantity **5 each**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A FL 33301  
Qty 5

Description  
Pay Item No. L-115-14

**Addendum # 3**

Previous Title	New Title	DUCT CONNECTION TO EXISTING BASE CAN
Added Item		

Item **PNC2117690C1-03-88 - Airport Construction: INSTALL NEW I-804(L) ELEVATED RUNWAY  
GUARD LIGHT ON NEW BASE CAN IN EXISTING PAV**  
Lot Description Airport Construction  
Quantity **18 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 18

Description  
Pay Item No. L-125-01

**Addendum # 3**

Previous Title	New Title	INSTALL NEW I-804(L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN EXISTING PAV
Added Item		

Item **PNC2117690C1-03-89 - Airport Construction: INSTALL NEW L-804(L) ELEVATED RUNWAY  
GUARD LIGHT IN NEW BASE CAN IN NEW PAVEMENT**  
Lot Description Airport Construction  
Quantity **4 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 4

Description  
Pay Item No. L-125-02

**Addendum # 3**

Previous Title	New Title	INSTALL NEW L-804(L) ELEVATED RUNWAY GUARD LIGHT IN NEW BASE CAN IN NEW PAVEMENT
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Broward County Board of  
County Commissioners

Bid PNC2117690C1

Added Item

Item **PNC2117690C1-03-90 - Airport Construction: INSTALL NEW I-804(L) ELEVATED RUNWAY  
GUARD LIGHT ON NEW BASE CAN IN PCC**

Lot Description Airport Construction

Quantity **4 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 4

Description  
Pay Item No. L-125-03

**Addendum # 3**

Previous Title	New Title
	<b>INSTALL NEW I-804(L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN PCC</b>
Added Item	

Item **PNC2117690C1-03-91 - Airport Construction; L-829 7.5 KW CONSTANT CURRENT  
REGULATOR**

Lot Description Airport Construction

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. L-125-04

**Addendum # 3**

Previous Title	New Title
	<b>L-829 7.5 KW CONSTANT CURRENT REGULATOR</b>
Added Item	

Item **PNC2117690C1-03-92 - Airport Construction: REMOVE RUNWAY ELEVATED FIXTURE AND  
INSTALL NEW FIXTURE ON NEW BASE CAN**

Lot Description Airport Construction

Quantity **28 each**

Unit Price

Delivery Location **Broward County Board of County Commssioners**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 28

Description  
Pay Item No. L-125-05

**Addendum # 3**

Previous Title	New Title	REMOVE RUNWAY ELEVATED FIXTURE AND INSTALL NEW FIXTURE ON NEW BASE CAN
Added Item		

Item **PNC2117690C1-03-93 - Airport Construction: REMOVE EXISTING RUNWAY ELEV. LIGHT  
FIXTURE & INSTALL NEW FIXTURE ON EXIST. CAN**

Lot Description Airport Construction

Quantity **55 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 55

Description  
Pay Item No. L-125-06

**Addendum # 3**

Previous Title	New Title	REMOVE EXISTING RUNWAY ELEV. LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST. CAN
Added Item		

Item **PNC2117690C1-03-94 - Airport Construction: REMOVE EXISTING RUNWAY ELEV. LIGHT  
FIXTURE & INSTALL NEW FIXTURE ON EXIST. BASE**

Lot Description Airport Construction

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. L-125-07

**Addendum # 3**

REMOVE EXISTING RUNWAY ELEV.

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	<b>LIGHT FIXTURE &amp; INSTALL NEW FIXTURE ON EXIST. BASE</b>
Added Item		

**Item** PNC2117690C1-03-95 - Airport Construction: REMOVE RUNWAY ELEV. IN-PAVEMENT LIGHT FIXTURE AND INSTALL NEW FIXTURE ON NEW BAS

**Lot Description** Airport Construction

**Quantity** 5 each

**Unit Price** \_\_\_\_\_

**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 5

**Description**  
Pay Item No. L-125-08

**Addendum # 3**

Previous Title	New Title	<b>REMOVE RUNWAY ELEV. IN-PAVEMENT LIGHT FIXTURE AND INSTALL NEW FIXTURE ON NEW BAS</b>
Added Item		

**Item** PNC2117690C1-03-96 - Airport Construction: REMOVE EXISITING RUNWAY IN-PAVEMENT LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST

**Lot Description** Airport Construction

**Quantity** 31 each

**Unit Price** \_\_\_\_\_

**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 31

**Description**  
Pay Item No. L-125-09

**Addendum # 3**

Previous Title	New Title	<b>REMOVE EXISITING RUNWAY IN-PAVEMENT LIGHT FIXTURE &amp; INSTALL NEW FIXTURE ON EXIST</b>
Added Item		

**Item** PNC2117690C1-03-97 - Airport Construction: REMOVE IN-PAVEMENT RGL FIXTURE, SAFE FOR REUSE AND DEMOLISH EXISTING BASE CAN

**Lot Description** Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **84 each**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 84**

Description  
Pay Item No. L-125-10

**Addendum # 3**

Previous Title	New Title	REMOVE IN-PAVEMENT RGL FIXTURE, SAFE FOR REUSE AND DEMOLISH EXISTING BASE CAN
Added Item		

Item **PNC2117690C1-03-98 - Airport Construction: INSTALL EXISTING PREVIOUSLY REMOVED IN-PAVEMENT RGL ON A NEW BASE CAN**  
 Lot Description Airport Construction  
 Quantity **46 each**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 46**

Description  
Pay Item No. L-125-11

**Addendum # 3**

Previous Title	New Title	INSTALL EXISTING PREVIOUSLY REMOVED IN-PAVEMENT RGL ON A NEW BASE CAN
Added Item		

Item **PNC2117690C1-03-99 - Airport Construction: L-858(L) SIGN- SINGLE FACE - 1 MODULE ON NEW PAD**  
 Lot Description Airport Construction  
 Quantity **1 each**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 1**

Description  
Pay Item No. L-125-12

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- SINGLE FACE - 1 MODULE ON NEW PAD
Added Item		

Item PNC2117690C1-03-100 - Airport Construction: L-858(L) Sign - SINGLE FACE- 1 MODULE ON EXISTING PAD  
 Lot Description Airport Construction  
 Quantity 4 each  
 Unit Price   
 Delivery Location Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 4  
 Description  
 Pay Item No. L-125-13

**Addendum # 3**

Previous Title	New Title	L-858(L) Sign - SINGLE FACE- 1 MODULE ON EXISTING PAD
Added Item		

Item PNC2117690C1-03-101 - Airport Construction: L-858(L) Sign - DOUBLE FACE- 1 MODULE ON NEW PAD  
 Lot Description Airport Construction  
 Quantity 3 each  
 Unit Price   
 Delivery Location Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 3  
 Description  
 Pay Item No. L-125-14

**Addendum # 3**

Previous Title	New Title	L-858(L) Sign - DOUBLE FACE- 1 MODULE ON NEW PAD
Added Item		

Item PNC2117690C1-03-102 - Airport Construction: L-858(L) SIGN- DOUBLE FACE, 1 MODULE ON EXISTING PAD  
 Lot Description Airport Construction

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **3 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3

Description  
Pay Item No. L-125-15

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE, 1 MODULE ON EXISTING PAD
Added Item		

Item **PNC2117690C1-03-103 - Airport Construction: L-858(L) Sign - SINGLE FACE- 2 MODULE ON  
NEW PAD**  
Lot Description Airport Construction  
Quantity **8 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 8

Description  
Pay Item No. L-125-16

**Addendum # 3**

Previous Title	New Title	L-858(L) Sign - SINGLE FACE- 2 MODULE ON NEW PAD
Added Item		

Item **PNC2117690C1-03-104 - Airport Construction: L-858(L) SIGN- SINGLE FACE- 2 MODULE IN  
NEW PCC**  
Lot Description Airport Construction  
Quantity **2 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item No. L-125-17

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	L-858(L) SIGN- SINGLE FACE- 2 MODULE IN NEW PCC
Added Item		

Item **PNC2117690C1-03-105 - Airport Construction: L-858(L) SIGN -SINGLE FACE- 2 MODULE ON EXISTING PAD**

Lot Description Airport Construction

Quantity **4 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 4

Description  
Pay Item No. L-125-18

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN -SINGLE FACE- 2 MODULE ON EXISTING PAD
Added Item		

Item **PNC2117690C1-03-106 - Airport Construction: L-858(L)SIGN- DOUBLE FACE- 2 MODULE ON NEW PAD**

Lot Description Airport Construction

Quantity **3 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3

Description  
Pay Item No. L-125-19

**Addendum # 3**

Previous Title	New Title	L-858(L)SIGN- DOUBLE FACE- 2 MODULE ON NEW PAD
Added Item		

Item **PNC2117690C1-03-107 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 2 MODULE ON NEW PCC**

Lot Description Airport Construction

Quantity **2 each**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Unit Price |  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item No. L-125-20

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE- 2 MODULE ON NEW PCC
Added Item		

Item **PNC2117690C1-03-108 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 2 MODULE  
INSTALLED ON EXISTING PAVEMENT**  
Lot Description Airport Construction  
Quantity **3 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3

Description  
Pay Item No. L-125-21

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON EXISTING PAVEMENT
Added Item		

Item **PNC2117690C1-03-109 - Airport Construction: L-858 (L) SIGN- DOUBLE FACE, 2 MODULE  
ON EXISTING PAD**  
Lot Description Airport Construction  
Quantity **7 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 7

Description  
Pay Item No. L-125-22

**Addendum # 3**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	L-858 (L) SIGN- DOUBLE FACE, 2 MODULE ON EXISTING PAD
Added Item		

Item **PNC2117690C1-03-110 - Airport Construction: L-858(L) SIGN- SINGLE FACE- 3 MODULE  
INSTALLED ON NEW PAD**

Lot Description Airport Construction

Quantity **12 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 12

Description  
Pay Item No. L-125-23

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PAD
Added Item		

Item **PNC2117690C1-03-111 - Airport Construction: L-858(L) SIGN- SINGLE FACE- 3 MODULE  
INSTALLED ON NEW PCC**

Lot Description Airport Construction

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. L-125-24

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PCC
Added Item		

Item **PNC2117690C1-03-112 - Airport Construction: L-858 (L) SIGN- SINGLE FACE- 3 MODULE ON  
EXISTING CONCRETE PAD**

Lot Description Airport Construction

Quantity **4 each**

Unit Price

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 4

Description  
Pay Item No. L-125-25

**Addendum # 3**

Previous Title	New Title	L-858 (L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING CONCRETE PAD
Added Item		

Item **PNC2117690C1-03-113 - Airport Construction: L-858(L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING PAVEMENT**  
Lot Description Airport Construction  
Quantity **2 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item No. L-125-26

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING PAVEMENT
Added Item		

Item **PNC2117690C1-03-114 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON A EXISTING PAVEMENT**  
Lot Description Airport Construction  
Quantity **3 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 3

Description  
Pay Item No. L-125-27

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON A EXISTING
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Broward County Board of  
County Commissioners

Bid PNC2117690C1

**PAVEMENT**

Added Item

**Item** PNC2117690C1-03-115 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 3 MODULE  
INSTALLED ON NEW PAD  
**Lot Description** Airport Construction  
**Quantity** 8 each  
**Unit Price**   
**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 8  
**Description**  
Pay Item No. L-125-28

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PAD
Added Item		

**Item** PNC2117690C1-03-116 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 3 MODULE  
INSTALLED ON NEW PCC  
**Lot Description** Airport Construction  
**Quantity** 1 each  
**Unit Price**   
**Delivery Location** Broward County Board of County Commissioners  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1  
**Description**  
Pay Item No. L-125-29

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PCC
Added Item		

**Item** PNC2117690C1-03-117 - Airport Construction: L-858 (L) SIGN-DOUBLE FACE, 3 MODULE  
ON EXISITNG PAD  
**Lot Description** Airport Construction  
**Quantity** 3 each  
**Unit Price**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 3

Description  
Pay Item No. L-125-30

**Addendum # 3**

Previous Title	New Title	L-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAD
Added Item		

Item **PNC2117690C1-03-118 - Airport Construction: I-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 3

Description  
Pay Item No. L-125-31

**Addendum # 3**

Previous Title	New Title	I-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAVEMENT
Added Item		

Item **PNC2117690C1-03-119 - Airport Construction: L-858(L) SIGN-SINGLE FACE- 4 MODULE INSTALLED ON NEW PAD**  
 Lot Description Airport Construction  
 Quantity **6 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 6

Description  
Pay Item No. L-125-32

**Addendum # 3**

Previous Title	New Title	L-858(L) SIGN-SINGLE FACE- 4 MODULE INSTALLED ON NEW PAD
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Broward County Board of  
County Commissioners

Bid PNC2117690C1

Added Item

Item **PNC2117690C1-03-120 - Airport Construction: L-858 (L) SIGN- SINGLE FACE- 4 MODULE ON EXISTING PAD**  
 Lot Description Airport Construction  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 3

Description  
 Pay Item No. L-125-33

**Addendum # 3**

Previous Title	New Title	<b>L-858 (L) SIGN- SINGLE FACE- 4 MODULE ON EXISTING PAD</b>
Added Item		

Item **PNC2117690C1-03-121 - Airport Construction: L-858(L) SIGN- DOUBLE FACE- 4 MODULE INSTALLED ON NEW PAD**  
 Lot Description Airport Construction  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
 Pay Item No. L-125-34

**Addendum # 3**

Previous Title	New Title	<b>L-858(L) SIGN- DOUBLE FACE- 4 MODULE INSTALLED ON NEW PAD</b>
Added Item		

Item **PNC2117690C1-03-122 - Airport Construction: L-858 (L) SIGN-DOUBLE FACE, 4 MODULE ON EXISTING PAD**  
 Lot Description Airport Construction  
 Quantity **2 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item No. L-125-35

**Addendum # 3**

Previous Title	New Title	L-858 (L) SIGN-DOUBLE FACE, 4 MODULE ON EXISTING PAD
Added Item		

Item **PNC2117690C1-03-123 - Airport Construction: SIGN RELOCATION**  
 Lot Description Airport Construction  
 Quantity **8 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 8

Description  
Pay Item No. L-125-36

**Addendum # 3**

Previous Title	New Title	SIGN RELOCATION
Added Item		

Item **PNC2117690C1-03-124 - Airport Construction: INSTALL OWNER PROVIDED SIGN ON  
EXISTING PAD**  
 Lot Description Airport Construction  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
Pay Item No. L-125-37

**Addendum # 3**

Previous Title	New Title	INSTALL OWNER PROVIDED SIGN ON EXISTING PAD
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-125 - Airport Construction: SIGN PANEL REPLACEMENT**  
Lot Description Airport Construction  
Quantity **28 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 28

Description  
Pay Item No. L-125-38

**Addendum # 3**

Previous Title	New Title	<b>SIGN PANEL REPLACEMENT</b>
Added Item		

Item **PNC2117690C1-03-126 - Airport Construction: REMOVE AND STORE EXISTING TAXIWAY  
ELEVATED FIXTURE AND REINSTALL AT SAME CAN**  
Lot Description Airport Construction  
Quantity **30 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 30

Description  
Pay Item No. L-125-39

**Addendum # 3**

Previous Title	New Title	<b>REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL AT SAME CAN</b>
Added Item		

Item **PNC2117690C1-03-127 - Airport Construction: REMOVE AND STORE EXISTING TAXIWAY  
ELEVATED FIXTURE AND REINSTALL IN NEW CAN**  
Lot Description Airport Construction  
Quantity **10 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 10

Description

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Pay Item No. L-125-40

**Addendum # 3**

Previous Title	New Title	REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL IN NEW CAN
Added Item		

Item **PNC2117690C1-03-128 - Airport Construction: L-861T(L) TAXIWAY EDGE LIGHT ON NEW  
BASE CAN IN PAVEMENT**

Lot Description Airport Construction

Quantity **353 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 353

Description  
Pay Item No. L-125-41

**Addendum # 3**

Previous Title	New Title	L-861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN PAVEMENT
Added Item		

Item **PNC2117690C1-03-129 - Airport Construction: L-861T(L) TAXIWAY EDGE LIGHT INSTALLED  
IN EXISTING BASE CAN**

Lot Description Airport Construction

Quantity **498 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 498

Description  
Pay Item No. L-125-42

**Addendum # 3**

Previous Title	New Title	L-861T(L) TAXIWAY EDGE LIGHT INSTALLED IN EXISTING BASE CAN
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-130 - Airport Construction: L-861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN NEW PCC**  
 Lot Description Airport Construction  
 Quantity **26 each**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 26

Description  
Pay Item No. L-125-43

**Addendum # 3**

Previous Title	New Title	<b>L-861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN NEW PCC</b>
Added Item		

Item **PNC2117690C1-03-131 - Airport Construction: L-861T(L) IN-PAVEMENT TAXIWAY EDGE LIGHT INSTALLED IN EXISTING ASPHALT PAVEMENT**  
 Lot Description Airport Construction  
 Quantity **9 each**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 9

Description  
Pay Item No. L-125-44

**Addendum # 3**

Previous Title	New Title	<b>L-861T(L) IN-PAVEMENT TAXIWAY EDGE LIGHT INSTALLED IN EXISTING ASPHALT PAVEMENT</b>
Added Item		

Item **PNC2117690C1-03-132 - Airport Construction: CONDUIT ENTRY INTO EXISTING BASE CAN**  
 Lot Description Airport Construction  
 Quantity **37 each**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 37

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Description  
Pay Item No. L-125-45

**Addendum # 3**

Previous Title	New Title	CONDUIT ENTRY INTO EXISTING BASE CAN
Added Item		

Item **PNC2117690C1-03-133 - Airport Construction: REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN EXIST. C**  
 Lot Description Airport Construction  
 Quantity **16 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 16

Description  
Pay Item No. L-125-46

**Addendum # 3**

Previous Title	New Title	REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN EXIST. C
Added Item		

Item **PNC2117690C1-03-134 - Airport Construction: REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN NEW CAN**  
 Lot Description Airport Construction  
 Quantity **16 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 16

Description  
Pay Item No. L-125-47

**Addendum # 3**

Previous Title	New Title	REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN NEW CAN
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-03-135 - Airport Construction: REMOVE EXISTING PAPI POWER AND CONTROL BOXES AND RELOCATE OUT OF RSA**  
 Lot Description Airport Construction  
 Quantity **1 lump sum**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

**Description**  
 Pay Item No. -125-48, REMOVE EXISTING PRECISION APPROACH PATH INDICATOR (PAPI) AND CONTROL BOXES AND RELOCATE OUT OF RSA.

**Addendum # 3**

Previous Title	New Title	<b>REMOVE EXISTING PAPI POWER AND CONTROL BOXES AND RELOCATE OUT OF RSA</b>
Added Item		

Item **PNC2117690C1-03-136 - Airport Construction: REMOVE EXISTING REFLECTOR MARKER, STORE AND REINSTALL WHEN PAVEMENT WORK IS COMP**  
 Lot Description Airport Construction  
 Quantity **12 each**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 12

**Description**  
 Pay Item No. L-125-49

**Addendum # 3**

Previous Title	New Title	<b>REMOVE EXISTING REFLECTOR MARKER, STORE AND REINSTALL WHEN PAVEMENT WORK IS COMP</b>
Added Item		

Item **PNC2117690C1-03-137 - Airport Construction: MODIFICATIONS TO AIRFIELD LIGHTING CONTROL & MONITORING SYSTEM**  
 Lot Description Airport Construction  
 Quantity **1 lump sum**  
 Unit Price \_\_\_\_\_  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A  
N/A FL 33301  
Qty 1

Description  
Pay item No. L-125-50

**Addendum # 3**

Previous Title	New Title	<b>MODIFICATIONS TO AIRFIELD LIGHTING CONTROL &amp; MONITORING SYSTEM</b>
Added Item		

Item **PNC2117690C1-04-01 - Airport Equipment: PAINT STRIPING VEHICLE**  
Lot Description Airport Equipment  
Quantity **1 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. S-107.1

Item **PNC2117690C1-04-02 - Airport Equipment: WATERBLASTING VEHICLE**  
Lot Description Airport Equipment  
Quantity **1 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item No. S-108.1

Item **PNC2117690C1-05-01 - MALSR: 10L MALSR DEMOLITION**  
Lot Description MALSR  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item L-893-01

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 2**

Previous Title	New Title	10L MALSR DEMOLITION
Added Item		

Item PNC2117690C1-05-02 - MALSR: 28R MALSR DEMOLITION  
Lot Description MALSR  
Quantity 1 lump sum  
Unit Price  
Delivery Location Broward County Board of County Commissioners  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item L-893-02

**Addendum # 2**

Previous Title	New Title	28R MALSR DEMOLITION
Added Item		

Item PNC2117690C1-05-03 - MALSR: MALSR THRESHOLD BAR  
Lot Description MALSR  
Quantity 2 each  
Unit Price  
Delivery Location Broward County Board of County Commissioners  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
Qty 2

Description  
Pay Item L-893-03

**Addendum # 2**

Previous Title	New Title	MALSR THRESHOLD BAR
Added Item		

Item PNC2117690C1-05-04 - MALSR: MALSR IN-PAVEMENT LIGHT BAR  
Lot Description MALSR  
Quantity 4 each  
Unit Price  
Delivery Location Broward County Board of County Commissioners  
[Refer to Specifications and Requirements](#)  
N/A

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A FL 33301  
Qty 4

Description  
Pay Item L-893-04

**Addendum # 2**

Previous Title	New Title	MALSR IN-PAVEMENT LIGHT BAR
Added Item		

Item PNC2117690C1-05-05 - MALSR: MG-20 LIR TOWER ON EXISTING FOUNDATION  
Lot Description MALSR  
Quantity 4 each  
Unit Price  
Delivery Location Broward County Board of County Commissioners  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
Qty 4

Description  
Pay Item L-893-05

**Addendum # 2**

Previous Title	New Title	MG-20 LIR TOWER ON EXISTING FOUNDATION
Added Item		

Item PNC2117690C1-05-06 - MALSR: MG-20 LIR TOWER (No Tilt) ON EXISTING FOUNDATION  
Lot Description MALSR  
Quantity 1 each  
Unit Price  
Delivery Location Broward County Board of County Commissioners  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item L-893-06

**Addendum # 2**

Previous Title	New Title	MG-20 LIR TOWER (No Tilt) ON EXISTING FOUNDATION
Added Item		

Item PNC2117690C1-05-07 - MALSR: MG-20 LIR TOWER IN EMAS BED  
Lot Description MALSR

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Quantity **6 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 6

Description  
Pay Item L-893-07

**Addendum # 2**

Previous Title	New Title	MG-20 LIR TOWER IN EMAS BED
Added Item		

Item **PNC2117690C1-05-08 - MALSR: EMT ELEVATED LIGHT BAR**  
Lot Description MALSR  
Quantity **1 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item L-893-08

**Addendum # 2**

Previous Title	New Title	EMT ELEVATED LIGHT BAR
Added Item		

Item **PNC2117690C1-05-09 - MALSR: INSTALLATION OF MALS IN-PAVEMENT APPROACH LIGHT FIXTURE**  
Lot Description MALSR  
Quantity **56 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 56

Description  
Pay Item L-893-09

**Addendum # 2**

Previous Title	New Title	INSTALLATION OF MALS IN-PAVEMENT APPROACH LIGHT FIXTURE
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Broward County Board of  
County Commissioners

Bid PNC2117690C1

Added Item

Item **PNC2117690C1-05-10 - MALSRS: 1/C #2 AWG 600V CABLE**  
Lot Description MALSRS  
Quantity **14820 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 14820

Description  
Pay Item L-893-10

**Addendum # 2**

Previous Title	New Title	<b>1/C #2 AWG 600V CABLE</b>
Added Item		

Item **PNC2117690C1-05-11 - MALSRS: 1/C #4 AWG 600V CABLE**  
Lot Description MALSRS  
Quantity **12940 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 12940

Description  
Pay Item L-893-11

**Addendum # 2**

Previous Title	New Title	<b>1/C #4 AWG 600V CABLE</b>
Added Item		

Item **PNC2117690C1-05-12 - MALSRS: 1/C #6 AWG 600V CABLE**  
Lot Description MALSRS  
Quantity **28700 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 28700

Description  
Pay Item L-893-12

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 2**

Previous Title	New Title	1/C #6 AWG 600V CABLE
Added Item		

Item **PNC2117690C1-05-13 - MALSR: 1/C #1/0 AWG BARE GUARD WIRE**  
 Lot Description MALSR  
 Quantity **1730 linear foot**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1730

Description  
Pay Item L-893-13

**Addendum # 2**

Previous Title	New Title	1/C #1/0 AWG BARE GUARD WIRE
Added Item		

Item **PNC2117690C1-05-14 - MALSR: CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT**  
 Lot Description MALSR  
 Quantity **800 linear foot**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 800

Description  
Pay Item L-893-14

**Addendum # 2**

Previous Title	New Title	CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT
Added Item		

Item **PNC2117690C1-05-15 - MALSR: REINFORCED CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT**  
 Lot Description MALSR  
 Quantity **550 linear foot**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
Qty 550

Description  
Pay Item L-893-15

**Addendum # 2**

Previous Title	New Title
	REINFORCED CONCRETE ENCASED 2W-2 INCH PVC SCHEDULE 40 CONDUIT
Added Item	

**Addendum # 4**

Previous Title	REINFORCED CONCRETE ENCASED 2W-2 INCH PVC SCHEDULE 40 CONDUIT	New Title	REINFORCED CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT
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Item **PNC2117690C1-05-16 - MALSR: REINFORCED CONCRETE ENCASED 2W-2 INCH / 1W4 INCH DUCTBANK**  
Lot Description MALSR  
Quantity **390 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 390

Description  
Pay Item L-893-16

**Addendum # 2**

Previous Title	New Title
	REINFORCED CONCRETE ENCASED 2W-2 INCH / 1W4 INCH DUCTBANK
Added Item	

Item **PNC2117690C1-05-17 - MALSR: L-867 JUNCTION CAN**  
Lot Description MALSR  
Quantity **8 each**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 8

Description  
Pay Item L-893-17

**Addendum # 2**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title
Added Item	L-867 JUNCTION CAN

Item **PNC2117690C1-06-01 - RWSL: Electrical Demolition**  
Lot Description RWSL  
Quantity **1 each**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1  
Description  
Pay Item L-105-01

**Addendum # 2**

Previous Title	New Title
Added Item	Electrical Demolition

Item **PNC2117690C1-06-02 - RWSL: 1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE - (RED JACKET)**  
Lot Description RWSL  
Quantity **32500 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 32500  
Description  
Pay Item L-108-06

**Addendum # 2**

Previous Title	New Title
Added Item	1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE -(RED JACKET)

Item **PNC2117690C1-06-03 - RWSL: 1/C L-824 Type C Unshielded #8 AWG 5kv Copper cable (Black Jacket)**  
Lot Description RWSL  
Quantity **32500 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A  
N/A FL 33301  
Qty 32500

Description  
Pay Item L-108-07

**Addendum # 2**

Previous Title	New Title
	<b>1/C L-824 Type C Unshleided #8 AWG 5kv Copper cable (Black Jacket)</b>
Added Item	

**Addendum # 3**

Previous Unit	each	New Unit	linear foot
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Item **PNC2117690C1-06-04 - RWSL: 1/C #6 AWG Solid Copper with 600 volt green XHHW  
Insulation**  
 Lot Description RWSL  
 Quantity **32500 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 32500

Description  
Pay Item L-108-08

**Addendum # 2**

Previous Title	New Title
	<b>1/C #6 AWG Solid Copper with 600 volt green XHHW insulation</b>
Added Item	

**Addendum # 3**

Previous Title	1/C #6 AWG Solid Copper with 600 volt green XHHW insulation	New Title	1/C #6 AWG Solid Copper with 600 volt green XHHW insulation
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Item **PNC2117690C1-06-05 - RWSL: 1/C #1/0 AWG Bare Stranded Copper Guard Wire**  
 Lot Description RWSL  
 Quantity **1150 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1150

Description

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Pay Item L-108-09

**Addendum # 2**

Previous Title	New Title	<b>1/C #1/0 AWG Bare Stranded Copper Guard Wire</b>
Added Item		

Item **PNC2117690C1-06-06 - RWSL: 50 Pair #19 Copper Control Cable (FAA) Installed in Conduit**  
Lot Description RWSL  
Quantity **1500 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1500

Description  
Pay Item L-108-10

**Addendum # 2**

Previous Title	New Title	<b>50 Pair #19 Copper Control Cable (FAA) Installed in Conduit</b>
Added Item		

Item **PNC2117690C1-06-07 - RWSL: 12 Pair #19 Copper Control Cable (FAA) Installed in Conduit**  
Lot Description RWSL  
Quantity **1000 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1000

Description  
Pay Item L-108-11

**Addendum # 2**

Previous Title	New Title	<b>12 Pair #19 Copper Control Cable (FAA) Installed in Conduit</b>
Added Item		

Item **PNC2117690C1-06-08 - RWSL: 2 inch Schedule 40 PVC Concrete Encased in New Pavement  
for RWSL**  
Lot Description RWSL  
Quantity **7900 linear foot**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 7900

Description  
Pay Item L-110-20

**Addendum # 2**

Previous Title	New Title	<b>2 inch Schedule 40 PVC Concrete Encased In New Pavement for RWSL</b>
Added Item		

Item **PNC2117690C1-06-09 - RWSL: 2 inch Schedule 40 PVC Concrete Encased in Existing Asphalt for RWSL**  
Lot Description RWSL  
Quantity **450 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 450

Description  
Pay Item L-110-21

**Addendum # 2**

Previous Title	New Title	<b>2 inch Schedule 40 PVC Concrete Encased In Existing Asphalt for RWSL</b>
Added Item		

Item **PNC2117690C1-06-10 - RWSL: 2 inch PVC Schedule 40 Concrete Encased in New PCC for RWSL**  
Lot Description RWSL  
Quantity **250 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 250

Description  
Pay Item L-110-22

**Addendum # 2**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title	<b>2 inch PVC Schedule 40 Concrete Encased in New PCC for RWSL</b>
Added Item		

Item **PNC2117690C1-06-11 - RWSL: 2 inch PVC Schedule 40 Concrete Encased in Turf for RWSL**  
 Lot Description RWSL  
 Quantity **2850 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 2850

Description  
Pay Item L-110-23

**Addendum # 2**

Previous Title	New Title	<b>2 inch PVC Schedule 40 Concrete Encased in Turf for RWSL</b>
Added Item		

Item **PNC2117690C1-06-12 - RWSL: 2 w 3 inch Schedule 40 Concrete Encased Conduit for RWSL**  
 Lot Description RWSL  
 Quantity **200 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 200

Description  
Pay Item L-110-24

**Addendum # 2**

Previous Title	New Title	<b>2 w 3 inch Schedule 40 Concrete Encased Conduit for RWSL</b>
Added Item		

Item **PNC2117690C1-06-13 - RWSL: 1-2 inch Schedule 80 PVC Direct Buried Conduit for RWSL**  
 Lot Description RWSL  
 Quantity **600 linear foot**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements

Broward County Board of  
County Commissioners

Bid PNC2117690C1

N/A  
N/A FL 33301  
Qty 600

Description  
Pay Item L-110-25

**Addendum # 2**

Previous Title	New Title	<b>1-2 inch Schedule 80 PVC Direct Buried Conduit for RWSL</b>
Added Item		

Item **PNC2117690C1-06-14 - RWSL: 2- 4 inch Schedule 80 PVC Direct Buried Conduit for RWSL**  
Lot Description RWSL  
Quantity **550 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 550

Description  
Pay Item L-110-26

**Addendum # 2**

Previous Title	New Title	<b>2- 4 inch Schedule 80 PVC Direct Buried Conduit for RWSL</b>
Added Item		

Item **PNC2117690C1-06-15 - RWSL: 2 inch Liquid Tight Flex Metallic Conduit for RWSL Can Installation**  
Lot Description RWSL  
Quantity **300 linear foot**  
Unit Price  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 300

Description  
Pay Item L-110-27

**Addendum # 2**

Previous Title	New Title	<b>2 inch Liquid Tight Flex Metallic Conduit for RWSL Can Installation</b>
Added Item		

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Item **PNC2117690C1-06-16 - RWSL: Aircraft Rated Concrete Pull Box Elevation Adjustment**  
Lot Description RWSL  
Quantity **1 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 1

Description  
Pay Item L-115-15

**Addendum # 2**

Previous Title	New Title	<b>Aircraft Rated Concrete Pull Box Elevation Adjustment</b>
Added Item		

Item **PNC2117690C1-06-17 - RWSL: Remove Catalog and Store RWSL Fixture for Reuse**  
Lot Description RWSL  
Quantity **158 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 158

Description  
Pay item L-125-51

**Addendum # 2**

Previous Title	New Title	<b>Remove Catalog and Store RWSL Fixture for Reuse</b>
Added Item		

Item **PNC2117690C1-06-18 - RWSL: Demolish and Remove Existing In-Pavement RWSL Light Base**  
Lot Description RWSL  
Quantity **147 each**  
Unit Price \_\_\_\_\_  
Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
Qty 147

Description  
Pay Item L-125-52

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**Addendum # 2**

Previous Title	New Title	<b>Demolish and Remove Existing In-Pavement RWSL Light Base</b>
Added Item		

Item **PNC2117690C1-06-19 - RWSL: Install New L-868 RWSL Light in New Concrete Pavement**  
 Lot Description RWSL  
 Quantity **88 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 88

Description  
Pay item L-125-53

**Addendum # 2**

Previous Title	New Title	<b>Install New L-868 RWSL Light in New Concrete Pavement</b>
Added Item		

Item **PNC2117690C1-06-20 - RWSL: Install New L-868 RWSL Light Base in New Asphalt Pavement**  
 Lot Description RWSL  
 Quantity **12 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 12

Description  
Pay Item L-125-54

**Addendum # 2**

Previous Title	New Title	<b>Install New L-868 RWSL Light Base in New Asphalt Pavement</b>
Added Item		

Item **PNC2117690C1-06-21 - RWSL: Install New L-868 Light Base in Existing Pavement**  
 Lot Description RWSL  
 Quantity **52 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
Qty 52

Description  
Pay Item L-125-55

**Addendum # 2**

Previous Title	New Title	<b>Install New L-868 Light Base in Existing Pavement</b>
Added Item		

Item **PNC2117690C1-06-22 - RWSL: Install RWSL Light Fixture on Existing Base**  
 Lot Description RWSL  
 Quantity **16 each**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 16

Description  
Pay Item L-125-56

**Addendum # 2**

Previous Title	New Title	<b>Install RWSL Light Fixture on Existing Base</b>
Added Item		

**Addendum # 3**

Previous Title	<b>Install RWSL Light Fixture on Existing Base</b>	New Title	<b>Install RWSL Light Fixture on Existing Base</b>
Added Item			

Item **PNC2117690C1-06-23 - RWSL: Provide RWSL Airfield Electrical Installation Testing**  
 Lot Description RWSL  
 Quantity **1 lump sum**  
 Unit Price  
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
 Qty 1

Description  
Pay Item L-130-1

**Addendum # 2**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

Previous Title	New Title
Added Item	<b>Provide RWSL Airfield Electrical Installation Testing</b>

**SPECIAL INSTRUCTIONS FOR VENDORS  
(CONSTRUCTION PROJECT)**

A. Scope of Work

The Work set forth within this solicitation document includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

Rehabilitation of the North Airfield Pavements and EMAS Beds at FLL. The project comprises the reconstruction of the North Runway (Runway 10L-28R) with the replacement of the keel section with concrete, the rehabilitation of all the Runway connectors, the replacement of the EMAS Beds, the reconstruction of Taxiway B west, the rehabilitation of Taxiway A West, the relocation of two Taxiways (Taxiways D & T2), miscellaneous drainage improvements, electrical and signage systems upgrades and miscellaneous FAA Nav aids and other facility repairs. The work on the Runway requires its closure for a period not exceeding 120 days. Refer to Contract Documents and Technical Specifications for detailed information on phasing and substantial completion calendar days.

B. Inspecting and Obtaining Contract Documents:

1. The Contract Documents are available electronically for download through BidSync (free of charge).
2. Documents to be downloaded:
  - a. PNC2117690C1 Construction Drawings - FLL N Rehab - Bid Set - October 2018
  - b. PNC2117690C1 Technical Specifications - FLL N Rehab - Bid Set - October 2018

C. Office of Economic and Small Business Development (OESBD) Requirements:

This solicitation has the following Disadvantaged Business Enterprise Goals: 23% DBE Goals. Vendors must follow the instructions included in the Office of Economic and Small Business Development Requirements: **Disadvantaged Business Enterprise (DBE) Program Requirements** and submit all required forms and information as instructed.

D. Federal Aviation Administration (FAA) Requirements:

Refer to Contract, Special Provision 8 for FAA Contract Provisions.

Additionally, as matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their bid submittal, the **Buy American Certification**.

E. License Requirements:

Vendor should submit proof of licensing with its submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in these Contract Documents, a Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

**STATE: CERTIFIED GENERAL CONTRACTOR; OR**

**BROWARD**

**COUNTY: GENERAL BUILDING CONTRACTOR CLASS "A"**

Broward County Board of  
County Commissioners

Bid PNC2117690C1

**(MUST BE REGISTERED WITH THE STATE); OR**  
**GENERAL ENGINEERED CONSTRUCTION BUILDER; OR**  
**MAJOR ROADS - CLASS "3A**

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

Special Exception from the above requirements for a Non-Florida Domiciled Contractor bids for construction, improvement, remodeling, or repair of County buildings only (if applicable): If Vendor is a Non-Florida Domiciled Contractor, Vendor may, in lieu of complying with requirements set forth above, submit evidence to County, within three business days of request, of having applied for a Limited Non-Renewable Registration from the Department of Business and Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph. Vendor must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.

F. Additional Qualifications or Certification Requirements:

1. The prime contractor shall have airport construction experience, as a prime contractor or subcontractor, at a medium or large hub airport within the last seven years, which included airside/airfield construction, concrete and asphalt installation (in accordance with FAA technical specifications), phasing, airfield lighting and airfield maintenance of traffic procedures.
2. The prime contractor shall have experience as the principal supplier and/or installer of either the asphalt or concrete pavements. Experience can be met by one or multiple projects.

Proof of qualifications (references) should be returned with the Vendor's submittal and is subject to verification by the County. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes or if reference(s) is not verifiable.

G. Public Bid Disclosure Act:

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The using agency will be responsible for paying for any and all permits, licenses, and fees, imposed on the Work by agencies of the Broward County Commission. This does not alleviate the Vendor from obtaining the permits.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

H. Davis-Bacon and Copeland Anti-Kickback Acts:

The Davis-Bacon and Copeland Anti-Kickback Acts are applicable to this solicitation. Refer to the **Contract** for requirements. The solicitation includes the applicable **Davis-Bacon Wage Rate**

Table (United States Department of Labor Wage Determination Table) for this Project; the prevailing wage rates listed apply to the resulting contract from this solicitation.

I. Contract

The **Contract**, including Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable – 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) is applicable to this Project.

J. Allowances and Permits

The solicitation includes an allowance amount for the below items:

- G-104-4.1- FAA Change Allowance Account - \$100,000
- G-104-4.3- Regulatory Agency Permit Fees Allowance Account - \$25,000

The following shall apply to payment of allowances:

- a. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance or permit.
- b. The Contract Administrator or designee must authorize use of any allowances (per Technical Specifications) prior to Vendor incurring costs related to an allowance amount.
- c. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
- d. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
- e. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

K. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the Qualification of Surety, Article 5 of the Contract. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved Bid Bond Form may be found at: [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx), under the section "Standard Guaranty and Bond Forms".

- a. **Bid Guaranty:** In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original Bid Guaranty – Unconditional Letter of Credit, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
  - 1. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 15 calendar

days after notification of award of the contract.

2. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
3. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
  - i. To submit an electronic bid bond, Vendor must submit through BidSync, using Surety 2000. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact Surety 2000 to find out information regarding their service ([www.surety2000.com](http://www.surety2000.com) or 800-660-3263).
    - 1) The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
    - 2) The bonding agent can then provide a Bid Bond Number for the Vendor to import into BidSync.
    - 3) For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at [www.broward.org/Purchasing/Pages/Registration.aspx](http://www.broward.org/Purchasing/Pages/Registration.aspx) and select "How to Submit an electronic bid bond?"
    - 4) Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
    - 5) An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
  - ii. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

# STANDARD INSTRUCTIONS FOR VENDORS

## (CONSTRUCTION PROJECTS)

The purpose of the following standard instructions are to properly guide Vendors in a preparing a solicitation response. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

The County provides digital versions of this solicitation for convenience. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

### 1. EXECUTION OF SOLICITATION RESPONSE:

- 1.1. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
  - 1.2. No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, a Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event a Vendor's statement is discovered to be false, Vendor is subject to debarment and the County may terminate any contract it has with a Vendor.
  - 1.3. Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
  - 1.4. By submitting this solicitation response; Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
  - 1.5. The Vendor agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.
2. **Examination of Contract Documents and Site:** It is the responsibility of each Vendor before submitting a solicitation response, to:
- 2.1. Examine the Contract Documents and all addenda thoroughly;
  - 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
  - 2.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
  - 2.4. Study and carefully correlate Vendor's observations with the Contract Documents;
  - 2.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or

discrepancies in the Contract Documents of which Vendor knows or reasonably should have known; and

- 2.6. The submission of a bid shall constitute an incontrovertible representation by Vendor that Vendor has complied with the above requirements and that without exception, the bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
3. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum. Vendor shall submit all questions in writing, through BidSync, by the date and time listed in the system.
4. **Submission of Bids:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
5. **Bid Opening:** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.
6. **Cone of Silence Ordinance:** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, after the advertisement of a solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding this solicitation with the County Commissioners and their staff.
  - 6.1. For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.
  - 6.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
  - 6.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
7. **Acceptance or Rejection of Bids:** The County reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Vendor may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Vendor may withdraw its bid after the expiration of one

- hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.
8. **Waiver of Technicalities or Irregularities:** The County reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
  9. **Determination of Award:** Except where County exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by County to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as County determines to be in its own best interests, and application of any preferences, as applicable.
  10. **Federal or State Grantor Agencies:** If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and County's regulations, the more stringent regulations concerning the determination for award shall apply.
  11. **Tie Bids:** If two or more Vendors are tied, the tie will be broken and the successful Vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
  12. **Qualifications of Vendors:** The County will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. Refer to **Special Instructions for Vendors** for Additional Qualifications or Certification Requirements (if applicable). The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
  13. **Occupational Health and Safety:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
  14. **Asbestos Containing Material in County Buildings:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
  15. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade

names, catalog numbers, or otherwise, County, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.

16. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
- 16.1. Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
  - 16.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.
  - 16.3. Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
  - 16.4. For purposes of this section a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest. (e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's

check, payable to Broward County Board of County Commissioners.

17. **False Claims:** In accordance with the County's False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful Vendor must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
18. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
19. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
20. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations. The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
21. **Local Business Tax Receipt Requirements:** All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Vendor should provide a copy of its Local Business Tax Receipt within three business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
22. **Performance Evaluation:** At Final Completion, the Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at:  
[broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf). An interim performance evaluation of the successful Vendor may also be submitted during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. The evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
23. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained

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from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

### Security Requirements – Aviation Department

- A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and 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 sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
- B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, 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 consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor 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. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
- C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/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.
- D. Consent to Search/Inspection: The consultant/contractor 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. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing 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, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
- E. The provisions hereof shall survive the expiration or any other termination of this contract.

**VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: \_\_\_\_\_
2. Doing Business As/Fictitious Name (if applicable): \_\_\_\_\_
3. Federal Employer I.D. no. (FEIN): \_\_\_\_\_
4. Dun and Bradstreet No.: \_\_\_\_\_
5. Website address (if applicable): \_\_\_\_\_
6. Principal place of business address: \_\_\_\_\_
7. Office location responsible for this project: \_\_\_\_\_
8. Telephone no.: \_\_\_\_\_  
Fax no.: \_\_\_\_\_
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation): \_\_\_\_\_
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County filled in) \_\_\_\_\_
  - Other - Specify \_\_\_\_\_
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
  - Name: \_\_\_\_\_
  - Title: \_\_\_\_\_
  - E-mail: \_\_\_\_\_
  - Telephone No.: \_\_\_\_\_
  
  - Name: \_\_\_\_\_
  - Title: \_\_\_\_\_
  - E-mail: \_\_\_\_\_
  - Telephone No.: \_\_\_\_\_
  - Generic e-mail address for purchase orders: \_\_\_\_\_  
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.  Yes  No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.  Yes  No

15. Specify the type of services or commodities your firm offers:

▲

▼

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? \_\_\_\_\_

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?  Yes  No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award.  Yes  No  
N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  Yes  No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.  Yes  No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.  Yes  No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.  Yes  No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?  Yes  No

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24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.  Yes  No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing  Yes  No

If yes, Living Wage increased the pricing by \_\_\_\_\_ % or decreased the pricing by \_\_\_\_\_ %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on

separate sheet.

28. Has your firm completely inspected the project site(s) prior to submitting response?  Yes  No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response.  Yes  No

30. What equipment does your firm own that is available for this contract?

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference 1:**

Scope of Work: \_\_\_\_\_  
Contract/Project Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract/Project Dates (Month and Year): \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**Reference 2:**

Scope of Work: \_\_\_\_\_  
Contract/Project Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract/Project Dates (Month and Year): \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**Reference 3:**

Scope of Work: \_\_\_\_\_  
Contract/Project Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract/Project Dates (Month and Year): \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**Question and Answers for Bid #PNC2117690C1 - Rehabilitation of N. Airfield Pavements and EMAS Beds at FLL**

**Overall Bid Questions**

**Question 1**

is a cost estimate/budget available? (Submitted: Oct 17, 2018 11:15:22 AM EDT)

**Answer**

The approximate cost estimate is \$63M, excluding owner provided materials. (Answered: Nov 5, 2018 8:47:46 AM EST)

**Question 2**

The Special Instructions for Vendors Section F lists several qualification requirements of the prime contractor. Does the prime contractor meet these qualification requirements if it has key personnel assigned to the project who individually meet the qualification requirements but did not do so as an employee of the prime contractor? (Submitted: Oct 23, 2018 10:48:41 AM EDT)

**Answer**

If the question is asking if the employee(s) possessing the experience requirements earned the experience while an employee with a firm other than the bidder, then the answer is No. The bidder shall have the required experience. (Answered: Nov 5, 2018 8:47:46 AM EST)

**Question 3**

Question regarding Contractor Qualifications:

1. The prime contractor shall have airport construction experience, as a prime contractor or subcontractor, at a medium or large hub airport within the last seven years, which included airside/airfield construction, concrete and asphalt installation (in accordance with FAA technical specifications), phasing, airfield lighting and airfield maintenance of traffic procedures.

Can the experience and expertise an officer of the corporation within the past seven years be used to meet this requirement, provided all other requirements are met to qualify as the Prime Contractor?

Our firm has been in business since 1884 and has changed corporate structure over this period. Our vice president, supervisors, and many employees have vast experience with this type of government work and specifically at FLL on the Highspeed Taxiways, Taxiways, Runway and Terminals projects. Our Vice President, procured, managed and coordinated several of the largest past improvements to the FLL airfield over the past seven years with a competing firm.

We are confident that our firm, with its heavy civil background including large scale earthwork, asphalt paving, concrete paving, etc. that spans generations in both the public and private sectors, makes us more than qualified to perform the scope of work provided in the contract within the time frame allocated. We have vast resources in south Florida and our bonding capacity far exceeds that required for this project.

We would think it is in the best interest of the Broward County Aviation Department to consider our request to offer additional competent and highly experienced companies to compete on this project. (Submitted: Oct 24, 2018 10:04:35 AM EDT)

**Answer**

Refer to Answer to Question 2. (Answered: Nov 5, 2018 8:47:46 AM EST)

**Question 4**

If the Bidder is a Joint Venture, can one of the Joint Venture members satisfy the requirement that the prime contractor have experience as the principal supplier and/or installer of either the asphalt or concrete pavements? (Submitted: Oct 24, 2018 2:32:09 PM EDT)

**Answer**

Yes, if the member with experience has at least a 50% equity ownership in the Joint Venture. (Answered: Nov 5, 2018 8:47:46 AM EST)

**Question 5**

Questions :

- 1) Do all executed Letters of Intent between Bidder and DBE's need to be submitted with the bid OR can these forms be submitted within 3 business days of County's request?
- 2) The form "Application for Evaluation of Good Faith Effort" indicating that Bidder has not been able to meet DBE goal is to be submitted at time of bid. Please confirm that complete documentation for Bidders Good Faith Effort can be submitted with the bid OR can be submitted within 3 business days of County's request.
- 3) The form "Vendors Opportunity List Form" is to be submitted at time of bid OR within three business days of County's request. The Vendor Opportunity List Form requires Prime Vendor Information submittal and Subcontract/Subconsultant that the Vendor contacted or who contacted the Vendor regarding this solicitation. For purposes of complying with this requirement, please clarify that any firm that was contacted and/or submitted pricing, including a material or equipment supplier, material trucking company, office trailer or port-a john supplier, office supply, etc, would be considered a subcontractor/subconsultant and therefore required to complete this Form within the three business days?
- 4) The bid documents establish a per ton pay item for 6" of P-405 asphalt that will be placed under the P-501 concrete. The contractor is permitted to use P-304, Cement Treated Base Course at contractor option with no separate payment for this item. Payment will be made based on the equivalent P-405 Superpave Hot Mix Asphalt Pavement originally specified. Please provide details how that equivalent calculation will be determined for purposes of payment for P-304 used on this project. Please verify that the contractor can use either or both P-405 or P-304 materials at contractor's option during construction. (Submitted: Oct 26, 2018 10:33:39 AM EDT)

Answer

- 1) Compliance with DBE Goal requirements is a matter of responsibility. Vendors may be deemed responsible by submitting executed Letters of Intent (LOIs) that meet the 23% participation goal or by submitting the completed Application for Evaluation of Good Faith Effort form along with documented evidence of the good faith efforts made to meet the goal. The Letters of Intent (LOIs) and/or documented good faith efforts (as applicable) are to be submitted with the Vendor's bid response package. If OESBD determines that a Vendor's response contains technical errors or requires further documentation, then OESBD may provide the Vendor with three (3) business days to correct those errors or provide documentation.
- 2) Compliance with DBE Goal requirements is a matter of responsibility. Vendors may be deemed responsible by submitting executed Letters of Intent (LOIs) that meet the 23% participation goal or by submitting the completed Application for Evaluation of Good Faith Effort form along with documented evidence of the good faith efforts made to meet the goal. The Letters of Intent (LOIs) and/or documented good faith efforts (as applicable) are to be submitted with the Vendor's bid response package. If OESBD determines that a Vendor's response contains technical errors or requires further documentation, then OESBD may provide the Vendor with three (3) business days to correct those errors or provide documentation.
- 3) Correct, Vendors Opportunity List Form is for any subcontractor/ subconsultant firm that was contacted and/or submitted pricing, including a material or equipment supplier, material trucking company, office trailer or port-a john supplier, office supply, etc.  
The prime bidder is responsible to return required to completed form(s) within three business days of County's request.
- 4) The utilization of P-405 Superpave Hot Mix Asphalt Base Course or P-304 Cement Treated Base is as detailed on Construction Drawing Sheet C-4.1, specifically, details 1 and 2 as well as note 4. This option is made available beneath Portland Cement Concrete Pavements.  
With regard to payment, should be contractor choose the P-304 Cement Treated Base, payment will be made based on the equivalent tonnage of P-405 Superpave Hot Mix Asphalt Base Course. The payment item for this material is P-405-8.1- Bituminous Material for Base and Shoulder pavement- per ton.  
To compute the equivalent tonnage, the average weight of asphalt to be used is 145 pounds per cubic foot. Note that equivalent volume of material will also be subject to a Sliding Pay Scale Factor for Density and thickness as specified in Sections 304-6.2.1 Density Requirements and 304-6.2.2 Thickness Requirements.  
(Answered: Nov 5, 2018 8:47:46 AM EST)

Question 6

The electrical bid quantities referenced in the Specs do not match the Summary of Electrical Quantities in the drawings (sheet # G-5.0). Please advise on which to go by. (Submitted: Oct 30, 2018 9:49:22 AM EDT)

Answer

- Sheet G-5.0 will be updated by addendum. Sheet G-5.0 is included for information only and will be used to

track quantities for grant purposes. (Answered: Nov 8, 2018 11:17:53 AM EST)

**Question 7**

Please confirm if there is a Volume One for the Technical Specifications. The documents provided by the county only includes Volume Two. (Submitted: Oct 30, 2018 4:15:15 PM EDT)

**Answer**

- Volume One will be the assembled final Contract (including bid prices and awarded vendor information). Volume Two is Technical Specifications. (Answered: Nov 8, 2018 11:17:53 AM EST)

**Question 8**

In regards to the 36 inch compact subgrade please explain what is involve in this scope of work. Are there requirements to remove the full section of material and bring back in compact 12 inch lifts. If so, please provide what pay item will be utilized for this removal. (Submitted: Oct 30, 2018 4:18:34 PM EDT)

**Answer**

- Compacted subgrade including 12 inches, 18 inches and 32 inches is detailed in Technical Specification Section P-152 Excavation, Subgrade and Embankment. Subgrade preparation is detailed in paragraph 152-1.4 and consist of compacting the subgrade under pavement areas to meet the compaction and smoothness requirements outlined within the specification and depicted on the typical plan sections. There is no specific requirement to remove the material and place in lifts unless the material does not meet density requirements after compaction. Should removal, replacement and compaction be required, payment shall be under the payment items P-152-4.2 through 4.4 as originally specified. There is no other method of payment or combination of payment items. (Answered: Nov 8, 2018 11:17:53 AM EST)

**Question 9**

Pay item P-152-4.1 Unclassified Excavation has a unit of SY. This is typically in CY, is this correct? (Submitted: Nov 2, 2018 11:09:49 AM EDT)

**Answer**

- Pay item P-152-4.1 Unclassified Excavation will be corrected by addenda (from SY to CY). (Answered: Nov 8, 2018 11:17:53 AM EST)  
- Corrected by Addendum 2. (Answered: Nov 21, 2018 4:08:55 PM EST)

**Question 10**

Given the proximity of the bid date to the Thanksgiving Holiday, we are concerned that subcontractors/suppliers may not be able to return quotes in a timely fashion. We would request an extension of the bid date to December 19. (Submitted: Nov 5, 2018 1:03:15 PM EST)

**Answer**

- Refer to Addendum 2. (Answered: Nov 21, 2018 4:08:55 PM EST)

**Question 11**

Is aggregate from recycled asphalt pavement permitted in the P-405 Superpave Hot Mix. Also please provide a breakdown of the P-405 tonnage for Runway 10L-28 R, New Taxiway, and new/existing shoulders. (Submitted: Nov 6, 2018 4:37:25 PM EST)

**Answer**

- Recycled asphalt will be allowed in P-405 asphalt. Refer to revised specifications included in Addendum No. 3. Estimated P-405 asphalt utilization is as follows:

Note: Payment based on actual material placed, per ton.

• P-405 Runway/Taxiway New Shoulder 4" (surface) 12,000 tons

• P-405 Overlay Existing Shoulders 30,000 tons

• P-405 Runway Base Course 6" - 50,000 tons

• P-405 Taxiway Base Course 5" - 10,000 tons

• Total estimated quantity " 102,000 tons. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 12**

May a drone be used to take horizontal and angled photographs of the construction progress which can be used to create detailed orthomosaic images and traditional images in greater detail than manned aircraft, if clearance is granted by the Fort Lauderdale International Airport / Broward County and the FAA? (Submitted: Nov 7, 2018 7:23:46 PM EST)

**Answer**

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- No objections pending approval by authorities having jurisdiction. (Answered: Nov 21, 2018 4:08:55 PM EST)

**Question 13**

Bid Item 03-102-Pay Item L-125-25-Clarify size, type, number of modules of the airfield signs that will be removed and reinstalled. (Submitted: Nov 8, 2018 10:52:34 AM EST)

**Answer**

- Refer to Table on Sheet E-5.3 Signs on Sheets E-5.1 and E-5.2 are being discarded. Signs on Sheet E-5.4 and E-5.5 are new. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 14**

Bid Item 03-103-Pay Item L-125-26-Please clarify size, type number of modules of airfield signs that will be relocated. (Submitted: Nov 8, 2018 10:55:26 AM EST)

**Answer**

- All relocated signs will require new side panels and LED retrofit kits. Refer to table on Sheet E-5.3. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 15**

Bid Items 03-107 and 03-108; pay items L-125-29 and L-125-30-Please clarify the differences in scope of work between these two bid items. From their description, both bid items seem to be identical. (Submitted: Nov 8, 2018 10:57:27 AM EST)

**Answer**

- Pay item numbers have changed by Addendum No. 2. The referenced items are now L-125-41 and 42. Item No. 41 is for a edge light on a new can while Item No. 42 is for a edge light on existing can. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 16**

In order to be able to price the airfield temporary lighting, please provide a drawing showing the engineer's proposed MOT and CSPP plans showing how the temporary lighting will be accomplished. (Submitted: Nov 8, 2018 11:01:25 AM EST)

**Answer**

- Maintenance of Traffic Plans (MOT) are included on the bid set. The contractor shall make temporary connections for each work area and phase of work. Connections shall be made in the field with the approval of Broward County Aviation Department (BCAD) Maintenance and Operations regarding limits of work. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 17**

Please clarify under which bid item the new L-862(L) elevated threshold light on existing base can will be paid. (Submitted: Nov 8, 2018 11:06:26 AM EST)

**Answer**

- Pay item for this work has been added to the Specifications Section L-125. Refer to Addendum No. 2. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 18**

Please clarify under which bid item the new L-862(L) elevated threshold light on a new L-868 base can will be paid. (Submitted: Nov 8, 2018 11:08:26 AM EST)

**Answer**

- Pay item for this work has been added to the Specifications Section L-125. Refer to Addendum No. 2. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 19**

Drawing E-5.2-Airfield Sign 95-Please clarify if concrete pad will be demolished or reused. (Submitted: Nov 8, 2018 11:20:42 AM EST)

**Answer**

- The concrete pad for this sign is new. The old pad will be demolished. Refer to revised drawing E-5.2R included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 20**

Drawing E-5.2-Please clarify what kind of recondition is required for existing sign pads to be reused.

(Submitted: Nov 8, 2018 11:22:28 AM EST)

**Answer**

- Refer to revised drawing E-5.3R for requirements included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:52 AM EST)

**Question 21**

There are a number of airfield sign pads that will be reused. Please provide dimensions for all the existing pads to be reused. (Submitted: Nov 8, 2018 11:26:49 AM EST)

**Answer**

- Each pad dimensions are not known but should generally be similar in size as proposed pads of similar size signs. (Answered: Dec 5, 2018 9:55:52 AM EST)

**Question 22**

Drawing E-5.3-Sign 58 calls for sign to be relocated. However, comment #4 calls for recondition and reuse of existing sign pad. Please clarify:

a) If sign 58 will require a new sign pad.

b) Is the existing concrete reconditioned and reused or demolished? (Submitted: Nov 9, 2018 11:21:32 AM EST)

**Answer**

- Refer to revised sheet E-5.3R, Addendum No. 3 for clarification. (Answered: Dec 5, 2018 9:55:52 AM EST)

**Question 23**

Drawing ED-1.1-For bidding purposes, please provide location (physical address) where Fort Lauderdale Airport demolished items will be delivered. (Submitted: Nov 9, 2018 11:23:45 AM EST)

**Answer**

- Material and equipment determined by County to be salvageable and that is not reused in the work, will be delivered to a location (to be determined at the time) on Airport property. Refer to Technical Specification L-105-1.5. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 24**

Drawing ED-1.1-For bidding purposes, please provide location (physical address) where FAA demolished items will be delivered. (Submitted: Nov 9, 2018 11:25:46 AM EST)

**Answer**

- Material and equipment determined by County and Federal Aviation Administration (FAA) to be salvageable and that is not reused in the work, will be delivered to a location (to be determined at the time) on Airport property. See, Technical Specification L-105-1.5. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 25**

Drawing ED-1.1-We are required to demolish the existing RWSL fixtures. Please clarify the following:

a) Is the electrical contractor furnishing new RWSL fixtures?

b) If the electrical contractor is furnishing the RWSL fixtures, please provide specifications for these fixtures.

c) Is the FAA furnishing new RWSL fixtures for the contractor to install?

d) Under which bid item(s) will this work be going to be paid?

e) Is the electrical contractor required to furnish and install new conduits? If yes, please clarify type and size of conduits.

f) Is the electrical contractor required to install new cables? If yes, please clarify type and size. (Submitted: Nov 9, 2018 11:37:46 AM EST)

**Answer**

- Refer to Addendum No. 2 which includes plans and specifications for the modification of FAA Facilities including Runway Status Lights (RWSL) and Medium Intensity Approach Light System (MALS). Documents includes supply and installation of materials as well as method of payments. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 26**

Drawing ED-1.1-We are demolishing the existing runway threshold lights. Please clarify the following:

a) Is the electrical contractor furnishing new runway threshold lights? If yes, please provide specifications for these fixtures.

b) Is the FAA furnishing the runway threshold lights for the electrical contractor to install?

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- c) Under which pay item will this work is going to be paid?  
d) Is the electrical contractor furnishing and installing new conduits? If yes, please clarify the size and type of conduit.  
e) Is the electrical contractor furnishing and installing new cables? If yes, please clarify the size and type of cable. (Submitted: Nov 9, 2018 12:49:39 PM EST)

**Answer**

- Refer to response to Question No. 25. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 27**

Demolition note 17-Please clarify under which pay item the relocation of the PAPI Power and Control Box is going to be paid. (Submitted: Nov 9, 2018 12:51:29 PM EST)

**Answer**

- A pay item has been added to Specification Section L-125 to cover this work. The payment item is L-125-48. See Addendum No. 3. (Answered: Dec 5, 2018 9:55:52 AM EST)

**Question 28**

After reviewing the proposed circuit and lighting drawings, we could not find where the PAPI Power and Control is going to be relocated. Please clarify. (Submitted: Nov 9, 2018 12:53:33 PM EST)

**Answer**

- Location is shown on Sheet E4.2. Refer to Note 8 just east of Taxiway A3. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 29**

Drawing E-4.1-There is a proposed 3w2" PVC Concrete encased duct bank to be installed in the vicinity of the blast pad of runway 10L. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 9, 2018 12:58:03 PM EST)

**Answer**

- A payment item has been added to Specification Section L-110 provides pay item for this work. Refer to Addendum No. 2. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 30**

Please clarify if the electrical contractor is furnishing and installing a new PAPI Power and Control box. If yes, please provide specifications and details for it. (Submitted: Nov 9, 2018 1:00:38 PM EST)

**Answer**

- Refer to Detail Plan Sheet E-6.23 for requirements. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 31**

What are the dimensions of the dowel bars to be used in the contraction joints of the outside tapered lanes (17'± to 21'± ) of the runway? (Submitted: Nov 9, 2018 2:46:40 PM EST)

**Answer**

- The dowel bars are 2" in diameter per Dimensions and Spacing of Steel Dowels Table; refer to Sheet C-10.12. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 32**

Electrical Drawing E4.2 shows 3W2"± trenched from CP.11 to CP.12, and Drawing E4.7 shows 3W2"± trenched from CP.43 to JB8. Please provide a bid item for this work, or tell us which existing item it should be paid under. (Submitted: Nov 12, 2018 7:20:04 AM EST)

**Answer**

- Pay item for this work is included in Specifications L-110; refer to Addendum No. 2. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 33**

Item P-405 (Bid Item 3-18) Bituminous Material for Base and Shoulder Pavement, allows for the use of cement treated base course where it is shown in the cross sections. Can this item be broken up to reflect the quantities that may be substituted and those that may not? This will allow for a more accurate unit price per item and not a blended unit price. (Submitted: Nov 12, 2018 7:20:16 AM EST)

**Answer**

- See response to question no. 11 for a breakout of quantities. It is not beneficial to provide alternate

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pay items which may or may not be used and could affect the determination of the lowest responsible bidder. (Answered: Dec 5, 2018 9:55:52 AM EST)

**Question 34**

With respect to pre-existing hazardous materials/hazardous waste or hazardous materials/hazardous waste not brought on the site by the Contractor, please confirm that the Owner will be considered the generator of such hazardous materials/hazardous waste, and sign any necessary generator manifests. (Submitted: Nov 12, 2018 7:20:33 AM EST)

**Answer**

- Contractor shall adhere to and follow the contract documents and all governing laws regarding its notice obligations upon encountering any differing, unforeseen or hazardous material condition. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 35**

We request the CAD (electronic file) file for the existing topographic survey (existing conditions C2.1 through C2.16). (Submitted: Nov 12, 2018 7:20:48 AM EST)

**Answer**

- The bidder should rely on the unit quantities listed in the bid form for pricing purposes. Once the project is awarded, CAD files needed for project layout may be provided. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 36**

Reference P-501 special provisions; the aggregates specified will be required to be imported (from Nova Scotia, Yucatan or Caribbean) and not locally sourced as specified in the original P501 specifications due to the following:

- a. The fine aggregate gradation does not match ASTM C-33 and the fineness modulus is usually too fine.
- b. All aggregates have issues with soundness and abrasion. Coarse aggregate won't meet a max 40 on LA Abrasion, and won't meet a 10 on the sodium sulfate soundness.

Request use of locally sourced aggregates as in original P-501-2.1.b and c. (Submitted: Nov 12, 2018 7:22:45 AM EST)

**Answer**

- LA abrasion limits can be increased to 45%. It is intended to use locally sourced materials, however, shop drawings and materials testing requirement should be followed and independent verification of available materials may be performed. Refer to revised specification P-501R included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 37**

Typical local aggregate suppliers do not meet 12% soundness loss when sodium sulfate is used. It typically averages 13%. What information would be required to allow these products that are certified for use by the FDOT to be allowed to be used on this project? If these products are not allowed then material will not be available from a local source. (Submitted: Nov 12, 2018 10:51:11 AM EST)

**Answer**

- Increasing maximum soundness loss to 13% when sodium sulfate is used is acceptable. Refer to revised specification P-501R included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 38**

Please provide a bid item for the 6W4 Directional Bore shown on sheet E4.7. (Submitted: Nov 12, 2018 2:05:04 PM EST)

**Answer**

- Refer to Revised sheet E4.7R, included in Addendum No. 3. The directional bore has been changed to 6W2. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 39**

DWG E-1.09 and E-4.10 - On the south side of taxiway Charlie, there is a symbol of a triangle with a dark dot inside. However, we could not find it in the legend. Please clarify what is this item. (Submitted: Nov 12, 2018 2:28:27 PM EST)

**Answer**

- These are reflector markers. Symbol for these items are provided in the schedule. Refer to Addendum No. 2, Existing Conditions and Lighting Layout schedules. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 40**

DWG E-1.09 and E-4.10 - On the south side of taxiway charlie, there is a symbol of a triangle with a dark dot inside. please clarify under which bid item this work is going to be paid.. (Submitted: Nov 12, 2018 2:29:24 PM EST)

**Answer**

- These are reflector markers. For pay item for this work refer to Specification Section L-125; Refer to Addendum No. 2. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 41**

Drawing ED-1.1-Demolition note 35 calls for the demolition of the existing aircraft rated manholes. For bidding purposes, please clarify the size of these manholes. (Submitted: Nov 12, 2018 2:33:06 PM EST)

**Answer**

- Refer to revised note 35, sheet ED-1.1R included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 42**

The summary of civil quantities on SN G-4.0 does not indicate that there is a 48" pipe that will need to be cleaned and inspected, however, SN C-7.10 and SN C-7.15 show 48" pipe that needs to be cleaned and inspected. which is correct? (Submitted: Nov 12, 2018 2:57:03 PM EST)

**Answer**

- Pay Item added in Addendum No. 2 and Specification Page D-701- 5R added in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 43**

Please confirm if the contractor is responsible for all cost associated with the performance profilograph testing. (Submitted: Nov 12, 2018 3:07:51 PM EST)

**Answer**

- Confirmed, the contractor is responsible for performing Profilograph testing per paragraph (ii)page P-501-28 of the specifications. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 44**

Does BCAD project schedule includes 12-14 weeks for the procurement of the electrical base cans after approval of shop drawings? (Submitted: Nov 12, 2018 3:16:44 PM EST)

**Answer**

- Review and approval of electrical shop drawings will be a high priority once the project is awarded. Many of the electrical products used (i.e. cans, signs, etc.) must be purchased from preapproved manufacturers and therefore the shop drawing preparation, approval and ordering process should be efficient. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 45**

Standard FAA Specification P-501-2.7 states that "Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078. In Florida other major FAA airports, including Tampa International, approve and accept a Red Oxide Anti-Rust Primer that complies with SSPC-Paint 25, Type II in lieu of epoxy. Is the Red Oxide coating approved for use on dowel bars at Ft Lauderdale Hollywood International Airport as well? (Submitted: Nov 12, 2018 3:31:07 PM EST)

**Answer**

- The project specification shall be followed. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 46**

For the Sign Panel Replacement, who is the manufacturer. (Submitted: Nov 12, 2018 3:35:02 PM EST)

**Answer**

- Sign panel replacement shall be from the same manufacturer of the original sign which is ADB. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 47**

For the Sign LED Retrofit Kits who is the manufacturer of the signs to be retrofit. (Submitted: Nov 12, 2018 3:35:41 PM EST)

**Answer**

- The manufacturer is ADB. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 48**

There are a list of items that have a long lead time and will need to be purchased and stored to be able to meet the proposed aggressive schedule. Please confirm that BCAD is not willing to pay for stored materials on this project. (Submitted: Nov 12, 2018 3:45:31 PM EST)

**Answer**

- No payments will be made for stored materials. Refer to note in the Federal Aviation Administration General Provision 90-07. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 49**

Appears FAA AIP Funds will be used for this project, the ALCMS Modification and Regulator that has integrated sole sourced material will need to be removed from the bid. (Submitted: Nov 12, 2018 3:51:28 PM EST)

**Answer**

- Funding eligibility and payment are the responsibility of Broward County Aviation Department. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 50**

Currently no manufacturers have the buy American listing for L862LED fixtures. Will the airport be purchasing them for installation? (Submitted: Nov 12, 2018 4:12:51 PM EST)

**Answer**

- The contractor will be providing all fixtures. The FAA List approved manufacturers for these products. (Answered: Nov 21, 2018 11:48:08 AM EST)

**Question 51**

Drawing E-4.8- On the southwest corner of the runway, there is a taxiway light identified by a square with a solid dot. Based on the legend on E-3.02, that symbol is for a new edge light fixture on a new base can. However, the symbol on this drawings has an "E" for existing next to the edge light. Please clarify if this fixture is new or existing. (Submitted: Nov 12, 2018 4:47:05 PM EST)

**Answer**

- The symbol with a  $\tilde{A} \tilde{E} \tilde{A}$  indicates an existing LED fixture relocated on a new base can. Addendum No. 2 plans include this symbol. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 52**

Drawing E-4.16- On taxiway B11 and B12, there are a bunch of taxiway lights identified by a square with a solid dot. Based on the legend on E-3.02, that symbol is for a new edge light fixture on a new base can. However, the symbol on this drawings has an "E" for existing next to the edge light. Please clarify if this fixture is new or existing. (Submitted: Nov 12, 2018 4:49:12 PM EST)

**Answer**

- The symbol with a  $\tilde{A} \tilde{E} \tilde{A}$  indicates an existing LED fixture relocated on a new base can. Addendum No. 2 plans include this symbol. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 53**

Drawing E-4.16- On taxiway B11, there is a taxiway edge light identified by a square with a solid dot that is not in line with the existing to remain and reuse conduit. Please clarify how this fixture will be fed. (Submitted: Nov 12, 2018 4:52:13 PM EST)

**Answer**

- Refer to revised sheet E4.16R included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 54**

Lighting layout plans and circuit layout plans - Drawing E-3.16 and E-4.16 - The lighting fixture numbers in these two drawings do not match. As an example, fixture on the east side of taxiway B12 are numbered B-296, B-297 south of the hold bar. However, these same fixtures are numbered B-453 and B-454 and there are some

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missing. Please clarify which numeric sequence is correct. (Submitted: Nov 12, 2018 4:58:47 PM EST)

**Answer**

- There should be no numbers shown on the circuiting plan E-4.16R. They shall be shown only on the lighting layout plan E3.16. Refer to Addendum No. 3 for revised drawing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 55**

As sign panel replacements and retrofit kits are a sole source item, in order to allow competitive pricing, shouldn't these items be made an allowance item or purchased by the owner and furnished to contractor for installation. (Submitted: Nov 26, 2018 9:57:19 AM EST)

**Answer**

- There is no need to separate this item beyond the current bid form for cost tracking purposes. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 56**

It appears that many of the bid items post Addendum 2 have been duplicated. Please clarify. (Submitted: Nov 26, 2018 10:51:32 AM EST)

**Answer**

- Refer to Addendum no. 3. (Answered: Dec 12, 2018 5:25:03 PM EST)

**Question 57**

Pay item P-152-4.1 Unclassified Excavation has a unit of sy, will that be changed to cy as earlier stated (Submitted: Nov 26, 2018 1:39:44 PM EST)

**Answer**

- This correction was made in Addendum No. 2. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 58**

Addendum 1 P-151-4.1 Clearing and Grubbing. The unit has been changed from square yard to cubic yard please explain what is involved in this pay item (Submitted: Nov 26, 2018 1:42:12 PM EST)

**Answer**

- This correction was made in Addendum No. 2. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 59**

Addendum 2, Drawing R-4.1, references sheets R-5.1 and R-5.12. Please provide drawings. (Submitted: Nov 27, 2018 1:36:21 PM EST)

**Answer**

- References to sheet R5.12 have been corrected. See Addendum No. 3, sheets R-4.1R, R-4.3R, R-4.5R, R-4.6R and R-4.8R. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 60**

Can you please provide a Typical Cross Section and Detail for area Taxiway B1 / B2? (Submitted: Nov 27, 2018 1:53:10 PM EST)

**Answer**

- Requested typical section is included in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 61**

Standard FAA Specifications P-501-4.1 states that "The standard method of constructing concrete pavements shall be with an approved slip-form paving equipment." Please confirm that hand screeding and float finishing with the use of stationary side forms is also an approved method. (Submitted: Nov 28, 2018 11:13:48 AM EST)

**Answer**

- Slip-form paver is required except for areas less than 500 square yards as specified in Specification P-501. Stationary side forms will not be allowed along the Runway Keel or Taxiway Bravo except in small irregular areas as allowed by the Engineer. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 62**

Going over the revised bid item list, there are a bunch of items that are duplicated, a bunch of items that are new and a bunch of items that have the same description but different quantities. In order to analyze the bid

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items correctly, please provide a corrected bid item list as soon as possible to ensure a timely delivery of the bid. (Submitted: Nov 28, 2018 12:06:56 PM EST)

**Answer**

- The bid form is subdivided into three groups of line items for cost tracking purposes. The principal group, Airport Construction, covers the main project while Runway Status Lights (RWSL) and Medium Intensity Approach Light System (MALS) cover specific FAA owned and maintained facilities which Broward County is modifying. The Contractor shall provide cost for all line items. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 63**

1. L125-2.15 indicate the CCR's shall be ADB ACE type. This is not in keeping with FAA 5100.38D for fair and open bidding. All FAA approved CCR's are acceptable and compatible with All L890 ALCMS per the FAA AC. Any reference to ADB should be removed.
2. L125-04 indicated the CCR shall be ADB. See above. The reference to ADB should be removed.
3. There is a reference in the L125 section that all signs are designed with the assumption that there are two characters per module. This assumption makes the sign count and related installation issues questionable and should be removed. The sign count based on the module requirements should be based on the actual nomenclature for each sign to determine a specific sign count for accurate quoting and cost determination for installation.
4. L125-48 indicates the ALCMS upgrade work is a lump sum. This system is proprietary and the lump sum needs to be determined as an allowance item and the cost published in the bid tabulation. (Submitted: Nov 28, 2018 6:20:45 PM EST)

**Answer**

- (a) Specification Section L-125-2.15 has removed reference to ADB. Addendum No. 3 (b) Reference was deleted from Pay Item L-125-04. (Specification Section L-125-5.1 Addendum No. 3. (c). Sign schedules on plan sheet E5.3, E-5.4 and E5.5 reflect the sign legend and the number of modules of the proposed signs. The contractor should provide a price for each size sign as detailed in the bid items L-125-12 through 35. (d) This payment item is now L-125-50. Provide price as indicated in the contract documents. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 64**

Item Numbers PNC2117690C1--03-133 and PNC2117690C1--03-149 - Pay Item L-115-2-L868D Junction Can in existing pavement-There is no such thing as an L868D base can or, at least, an FAA approved base can under that nomenclature. Please clarify. (Submitted: Nov 29, 2018 10:44:59 AM EST)

**Answer**

- Pay Item L-115-2 shall indicated L-869C Junction Can in Existing Pavement. Refer to revised specification in Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 65**

PNC2117690C1-05-15-REINFORCED CONCRETE ENCASED 2W-2 INCH PVC SCHEDULE 40 CONDUIT - After carefully reviewing the drawings, we could not find a 2w2" PVC reinforced concrete encased duct bank for the MALS work. Please clarify. (Submitted: Nov 29, 2018 10:48:02 AM EST)

**Answer**

- Pay Item L-893-15 is Reinforced Concrete Encased 2W-2" PVC Schedule 40 Conduit. The specification is correct. The bid form is being corrected by Addendum No. 3. (Answered: Dec 5, 2018 9:55:53 AM EST)  
- Refer to addendum No. 4 for change. (Answered: Dec 7, 2018 4:31:05 PM EST)

**Question 66**

Addendum 1 states that Liquidated Damages will be assessed after 120 days unless Phase 3A/B/C is complete and approved for air traffic by BCAD & the FAA. The bar schedule shown on Sheet PH-3 (Phase 3 Overall Phasing Plan) shows that grooving & final marking is taking place from day 120 through day 150, yet Sheet PH-3A states grooving & final markings taking place in Phase 3A-C which is required to be completed in 120 days. However Note 11 on Sheet PH-3A states that Grooving & Final Marking schedule will be determined once cure period is complete (Cure period is 30 days asphalt & 8 to 12 weeks for concrete). Please confirm that grooving and final markings for phase 3A/B/C can take place in the time period of 120-150 days of phase 3, or in phase 4 without liquidated damages being assessed, as long as temporary markings are in place. (Submitted: Nov 29, 2018 12:39:22 PM EST)

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**Answer**

- Grooving and final marking shall begin after satisfactory curing has occurred. Liquidated damages are not assessed for these two activities within the 120-day period. However, once grooving and final markings are initiated, they shall continue until completion. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 67**

There is a 4w2 inch concrete encased duct bank in existing full-strength pavement on drawing E4.9 that does not have a bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:01:27 AM EST)

**Answer**

- Pay item for installation of 4w2 inch PVC concrete encased duct in full strength pavement is included in Addendum No. 2. (Answered: Nov 30, 2018 8:09:56 AM EST)

**Question 68**

There is a 2w2 inch concrete encased duct bank in existing full-strength pavement on drawing E-4.8 that does not have bid item to pay for the work. Please clarify. (Submitted: Nov 30, 2018 8:01:51 AM EST)

**Answer**

- Refer to Addendum no. 4. (Answered: Dec 12, 2018 5:25:03 PM EST)

**Question 69**

There is a 4w2 inch concrete encased duct bank in earth on drawing E-4.7 that does not have bid item to pay for the work. Please clarify. (Submitted: Nov 30, 2018 8:02:10 AM EST)

**Answer**

- Pay item for installation of 4w2 inch concrete encased duct bank in earth is included in Addendum No. 2. (Answered: Nov 30, 2018 8:09:56 AM EST)

**Question 70**

As part of the project, we are relocating existing L852 Style 3, Flush Mounted Runway Guard lights on a new L-868 2- Piece base can. However, there is no bid item to pay for this work. (Submitted: Nov 30, 2018 8:11:34 AM EST)

**Answer**

- Pay item for relocation of L-852 in-pavement RGL can be found in Addendum No. 2. (Answered: Nov 30, 2018 8:12:50 AM EST)

**Question 71**

As part of the project, we are installing double face, 1 module, airfield signs on existing pads. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:13:36 AM EST)

**Answer**

- Pay item for this work is included in Addendum No. 2. (Answered: Nov 30, 2018 8:14:06 AM EST)

**Question 72**

As part of the project, we are installing double face, 2 module, airfield signs on existing pads. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:14:55 AM EST)

**Answer**

- Pay item for this work is included in Addendum No. 2. (Answered: Nov 30, 2018 8:15:19 AM EST)

**Question 73**

As part of the project, we are installing single face, 3 module, airfield signs on existing pads. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:15:42 AM EST)

**Answer**

- Pay item for this work is included in Addendum No. 2. (Answered: Nov 30, 2018 8:16:14 AM EST)

**Question 74**

As part of the project, we are installing double face, 3 module, airfield signs on existing pads. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:17:45 AM EST)

**Answer**

- Pay item for this work is included in Addendum No. 2. (Answered: Nov 30, 2018 8:18:08 AM EST)

**Question 75**

As part of the project, we are installing single face, 4 module, airfield signs on existing pads. However, there

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is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:18:26 AM EST)

**Answer**

- Pay item for this work is included in Addendum No.2. (Answered: Nov 30, 2018 8:18:47 AM EST)

**Question 76**

As part of the project, we are installing double face, 4 module, airfield signs on existing pads. However, there is no bid item to pay for this work. Please clarify. (Submitted: Nov 30, 2018 8:19:10 AM EST)

**Answer**

- Pay item for this work is included in Addendum No. 2. (Answered: Nov 30, 2018 8:19:43 AM EST)

**Question 77**

As part of the project, we are installing 5- can plaza. However, there is not a pay item for this work. (Submitted: Nov 30, 2018 8:20:05 AM EST)

**Answer**

- There is no longer any 5 can plaza included in the project. Corrected by Addendum No. 2. (Answered: Nov 30, 2018 8:21:41 AM EST)

**Question 78**

Sheet E3.01 Notes 8-9 refers to LED retrofit kits for existing signs. Given that this is an exclusive proprietary part we would ask that the sign manufacturer be named, and the cost of the kits be disclosed as an allowance item in the bid tabulation or removed from the project and purchased under a separate sole source RFQ. Only the OEM can provide these kits. (Submitted: Nov 30, 2018 8:22:06 AM EST)

**Answer**

- Refer to responses to questions 46 and 47 for the name of the original manufacturer. There is no need to separate this item beyond the current bid for cost tracking purpose. (Answered: Nov 30, 2018 8:23:25 AM EST)

**Question 79**

Sheet E5.3, note 3 references the same circumstance as D3.01 above and should be treated in the same manner. It also references sign panels which are also proprietary. The sign manufacture needs to be identified and the cost of the panels and the sourcing should be treated identically to the LED retrofit kits. (Submitted: Nov 30, 2018 8:24:08 AM EST)

**Answer**

- Same response as question 78 above. (Answered: Nov 30, 2018 8:25:28 AM EST)

**Question 80**

Drawings R-4.3-Please confirm that the 2w3" GILA -DUCT coming out of P-06 is existing. (Submitted: Nov 30, 2018 10:57:03 AM EST)

**Answer**

- Confirmed. 2w3" Gila-Duct out of pull box P-06 is existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 81**

Drawings R-4.5 and Drawing R-4.6-Please confirm that the 2w3" GILA -DUCT between P-14 and P-15 is existing. (Submitted: Nov 30, 2018 10:59:15 AM EST)

**Answer**

- Confirmed. 2w3" Gila-Duct between P14 and P15 is existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 82**

Drawings R-4.9-Please confirm that the 2w3" GILA -DUCT coming out of P-07 is existing. (Submitted: Nov 30, 2018 11:01:25 AM EST)

**Answer**

- Confirmed. All conduit/duct bank system in and out of P-07 is existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 83**

Drawings R-4.10-Please confirm that the 2w4" Duct bank is existing. (Submitted: Nov 30, 2018 11:02:15 AM EST)

**Answer**

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- Confirmed. 2w4" duct bank on sheet R.10 is existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 84**

Drawings R-4.11-Please confirm that the 2w3" duct bank, the 2w4" duct bank and the 2w3" GILA - DUCT are existing. (Submitted: Nov 30, 2018 11:03:57 AM EST)

**Answer**

- Confirmed. All duct banks shown on R4.11 are existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 85**

Drawings R-4.12-Please confirm that the 2w4" duct bank and the 2w3" GILA -DUCT are existing. (Submitted: Nov 30, 2018 11:04:42 AM EST)

**Answer**

- Confirmed. 2w4" and 2w3" Gila-Duct on sheet R-4.12 are existing. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 86**

RWSL Drawings - there is no bid item for 2w3" GILA DUCT. Please clarify. (Submitted: Nov 30, 2018 11:05:25 AM EST)

**Answer**

- Confirmed. There is no new 2w3" Gila-Duct required in the project. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 87**

For Bid Item 03-17 BITUMINIOUS SURFACE AND LEVELING COURSES (P-401) the bid quantity is 52,790 tons and for Bid Item 03-18 BIT MATERIAL FOR BASE & SHOULDER PAVT (P-405) the bid quantity is 102,000 tons. These quantities appear to be reversed. Please clarify. (Submitted: Dec 3, 2018 1:15:17 PM EST)

**Answer**

- Quantities are correct. Please refer to response to question no. 11. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 88**

Drawing E-3.9 - Signs 83 and 84 are identified to be installed on pavement per the legend on E-3.02. Furthermore, both signs are tagged with note 13 on E-3.01 which means to be installed on existing full strength pavement. However, there is no bid items for this work. Please clarify. (Submitted: Dec 3, 2018 3:28:31 PM EST)

**Answer**

- Payment Item L-125-21- L-858(L) Sign-Double Face-2 Module on Existing Pavement shall be used for payment for the signs in question. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 89**

On plan sheet C-4.1, the detail for the joint between asphalt pavement and concrete pavement references detail D on sheet C-10.12, which is a sealed joint with no pre-molded compression material. The concrete joint layout plans, C-10.1 to C-10.11, label the outer joint between asphalt and concrete pavement as a Type A joint. The type A joint detail on plan sheet C-10.12 (detail 1) shows full depth pre-molded compression material in addition to the joint sealant. Please clarify which detail is to be used. (Submitted: Dec 3, 2018 3:42:26 PM EST)

**Answer**

- The reference to Detail D is for the asphalt surface course/PCC interface. Follow the typical sections on Sheet C4.1. It is not intended to have a pre-molded compression material between the slip form PCC and the lean concrete. The reference to Type A joint on sheet C10.1 to C10.11 is for the thickened edge. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 90**

Sheet EMAS-1.01

REMOVE Existing EMAS, then Mill 1/2" to 2" ?

PARTIALLY Remove exist Concrete Beam? No begin/end points provided. (Submitted: Dec 3, 2018 4:29:38 PM EST)

**Answer**

- A)The existing EMAS bed material shall be removed prior to performing any pavement milling. Milling will vary from 1/2" to 2". B) The deflector shall be removed and turned over to airport staff. The entire

beam shall be removed per Detail on sheet EMAS-1.01. This is typical for both runway ends. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 91**

Sheet EMAS-1.01 (below)  
REMOVE Existing EMAS, then Mill to 2" ?  
PARTIALLY Remove exist Concrete Beam? No begin/end points provided. (Submitted: Dec 3, 2018 4:30:30 PM EST)

**Answer**

- A) The existing EMAS bed material shall be removed prior to performing any pavement milling. Mill will vary from 1" to 2". B) The deflector shall be removed and turned over to airport staff. The entire beam shall be removed per Detail on sheet EMAS-1.01. This is typical for both runway ends. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 92**

2. New Taxiway Pavement & Runway/Taxiway Mill & Overlay have very similar/IDENTICAL shades of hatching in the drawings. Can revised drawing be issued to better delineate the difference between these areas? (Submitted: Dec 3, 2018 4:30:59 PM EST)

**Answer**

- Hatch patterns are similar but not identical. Utilize the schedule of bid items for the quantities to provide a bid for the work. Reviewing the demolition, geometry and grading plans provides a clear picture of the limits of work for each element. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 93**

What will the work hours for the P-621 runway grooving be? (Submitted: Dec 3, 2018 4:31:27 PM EST)

**Answer**

- Refer to note 4, Work Period, on Sheets PH-3A and PH-3B. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 94**

Follow up to question 77: Even though the answer to this question states that there are no 5-can junction can plaza as per Addendum #2, neither the drawings nor the documents provided by Addendum #2 show the deletion or correction of those junction can plazas. Please clarify if they will 4-can junction can plazas or 6-can junction can plazas. (Submitted: Dec 3, 2018 4:48:51 PM EST)

**Answer**

- There are no 5 can Junction Can Plazas in the project. There are 2 can, 3 can, 4 can and 6 can Plazas. (Answered: Dec 5, 2018 9:55:53 AM EST)

**Question 95**

There are a few signs that will be installed on new PCC pavement. The sign pads require P-610, Structural Portland Cement Concrete. PCC pavement requires P-501, Portland Cement Concrete Pavement. Please clarify which concrete type will be required for the sign pads on new PCC pavement. (Submitted: Dec 3, 2018 4:53:58 PM EST)

**Answer**

- The intent is to use P-610 per the project details. However, if the contractor would like to utilize P-501 as a no cost substitution to improve overall project quality there would be no objection. (Answered: Dec 5, 2018 9:55:53 AM EST)

**VENDOR PROPOSAL RESPONSE**

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**General Asphalt Co Inc**

Bid Contact **Rob Lopez** Address **4850 NW 72 Avenue**  
**CURTIS@GENERALASPHALT.COM** **MIAMI, FL 33166**  
Ph **305-592-3480**  
Fax **305-477-4675**

Bid Bond (Status: Authorized on Dec 13, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2117690C1--01-01	General Conditions: PERFORMANCE AND PAYMENT BOND PREMIUM	Supplier Product Code:	First Offer - \$460,000.00	1 / lump sum	\$460,000.00 Y
PNC2117690C1--01-02	General Conditions: MOBILIZATION & INSURANCE	Supplier Product Code:	First Offer - \$1,500,000.00	1 / lump sum	\$1,500,000.00 Y
PNC2117690C1--01-03	General Conditions: EXCESS MOBILIZATION, INSURANCE & BONDS	Supplier Product Code:	First Offer - \$1,945,000.00	1 / lump sum	\$1,945,000.00 Y

Bid Allowance \$175,000.00

Lot Total \$3,905,000.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2117690C1--02-01	General Construction: CONTRACTOR'S QUALITY CONTROL PROGRAM	Supplier Product Code:	First Offer - \$600,000.00	1 / lump sum	\$600,000.00 Y
PNC2117690C1--02-02	General Construction: MAINTENANCE OF TRAFFIC	Supplier Product Code:	First Offer - \$4,000,000.00	1 / lump sum	\$4,000,000.00 Y
PNC2117690C1--02-03	General Construction: CONSTRUCTION FIELD OFFICE	Supplier Product Code:	First Offer - \$30,000.00	1 / lump sum	\$30,000.00 Y
PNC2117690C1--02-04	General Construction: CONSTRUCTION PROGRESS PHOTOGRAPHY	Supplier Product Code:	First Offer - \$10,000.00	1 / lump sum	\$10,000.00 Y
PNC2117690C1--02-05	General Construction: PROJECT SIGN	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00 Y
PNC2117690C1--02-06	General Construction:	Supplier Product Code:	First Offer - \$600,000.00	1 / lump sum	\$600,000.00 Y

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PROJECT SURVEY AND STAKEOUT Code:

Bid Allowance		\$175,000.00		Lot Total \$5,241,000.00			
Item #	Line Item	Notes	Unit Price	Qty/Unit		Attach.	Docs
PNC2117690C1--03-01	Airport Construction: ASPHALT PAVEMENT MILLING - 0 INCH TO 1 INCH	Supplier Product Code:	First Offer - \$2.25	275700 / square yard	\$620,325.00	Y	
PNC2117690C1--03-02	Airport Construction: ASPHALT PAVEMENT MILLING - OVER 1 INCHES TO 3 INCHES	Supplier Product Code:	First Offer - \$4.75	20000 / square yard	\$95,000.00	Y	
PNC2117690C1--03-03	Airport Construction: ASPHALT PAVEMENT MILLING - 1/2 INCHES TO 2 INCHES FOR EMAS	Supplier Product Code:	First Offer - \$3.50	19500 / square yard	\$68,250.00	Y	
PNC2117690C1--03-04	Airport Construction: ASPHALT PAVEMENT DEMOLITON	Supplier Product Code:	First Offer - \$10.75	251000 / square yard	\$2,698,250.00	Y	Y
PNC2117690C1--03-05	Airport Construction: PAINTED PAVEMENT MARKING REMOVAL	Supplier Product Code:	First Offer - \$2.47	315000 / square foot	\$778,050.00	Y	
PNC2117690C1--03-06	Airport Construction: GEOTEXTILE FABRIC MOISTURE BARRIER	Supplier Product Code:	First Offer - \$2.25	6160 / square yard	\$13,860.00	Y	
PNC2117690C1--03-07	Airport Construction: CLEARING AND GRUBBING	Supplier Product Code:	First Offer - \$3.45	160000 / square yard	\$552,000.00	Y	
PNC2117690C1--03-08	Airport Construction: UNCLASSIFIED EXCAVATION	Supplier Product Code:	First Offer - \$15.00	40000 / cubic yard	\$600,000.00	Y	
PNC2117690C1--03-09	Airport Construction: 12 INCHES COMPACTED SUBGRADE	Supplier Product Code:	First Offer - \$3.00	56000 / square yard	\$168,000.00	Y	

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PNC2117690C1-03-10	Airport Construction: 18 INCHES COMPACTED SUBGRADE	Supplier Product Code:	First Offer - \$7.30	136000 / square yard	\$992,800.00		Y
PNC2117690C1-03-11	Airport Construction: 32 INCHES COMPACTED SUBGRADE	Supplier Product Code:	First Offer - \$10.40	29000 / square yard	\$301,600.00		Y
PNC2117690C1-03-12	Airport Construction: TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	Supplier Product Code:	First Offer - \$22,000.00	1 / lump sum	\$22,000.00		Y
PNC2117690C1-03-13	Airport Construction: 8 INCH LIMEROCK BASE COURSE (BENEATH EMAS BEDS)	Supplier Product Code:	First Offer - \$15.00	6200 / square yard	\$93,000.00	Y	Y
PNC2117690C1-03-14	Airport Construction: 10 INCH LIMEROCK BASE COURSE (BENEATH SHOULDERS)	Supplier Product Code:	First Offer - \$18.30	50000 / square yard	\$915,000.00		Y
PNC2117690C1-03-15	Airport Construction: 12 INCH LIMEROCK BASE COURSE (BENEATH FULL STRENGTH)	Supplier Product Code:	First Offer - \$19.50	25000 / square yard	\$487,500.00		Y
PNC2117690C1-03-16	Airport Construction: RE- WORK LIMEROCK BASE COURSE (BENEATH EMAS BEDS)	Supplier Product Code:	First Offer - \$6.50	19000 / square yard	\$123,500.00		Y
PNC2117690C1-03-17	Airport Construction: BITUMINIOUS SURFACE AND LEVELING COURSES (P-401)	Supplier Product Code:	First Offer - \$180.00	52790 / ton	\$9,502,200.00		Y
PNC2117690C1-03-18	Airport Construction: BITUMINIOUS MATERIAL FOR BASE AND SHOULDER PAVEMENT	Supplier Product Code:	First Offer - \$104.00	102000 / ton	\$10,608,000.00		Y
PNC2117690C1-03-19	Airport	Supplier	First Offer - \$100.00	124000 / square yard	\$12,400,000.00	Y	Y

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	Construction:	Product Code:					
	PORTLAND CEMENT CONCRETE PAVEMENT						
PNC2117690C1--03-20	Airport Construction: BURIED TRANSITION SLAB ADJACENT TO EXISTING ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$190.00	500 / square yard	\$95,000.00	Y	Y
PNC2117690C1--03-21	Airport Construction: BURIED TRANSITION SLAB ADJACENT TO NEW PAVEMENT	Supplier Product Code:	First Offer - \$190.00	600 / square yard	\$114,000.00		Y
PNC2117690C1--03-22	Airport Construction: RUNWAY 10L EMAS BED INSTALLATION	Supplier Product Code:	First Offer - \$300,000.00	1 / lump sum	\$300,000.00		Y
PNC2117690C1--03-23	Airport Construction: REMOVE AND DISPOSE RUNWAY 10L EMAS	Supplier Product Code:	First Offer - \$36,000.00	1 / lump sum	\$36,000.00		Y
PNC2117690C1--03-24	Airport Construction: RUNWAY 28R EMAS BED INSTALLATION	Supplier Product Code:	First Offer - \$175,000.00	1 / lump sum	\$175,000.00		Y
PNC2117690C1--03-25	Airport Construction: REMOVE AND DISPOSE RUNWAY 28R EMAS	Supplier Product Code:	First Offer - \$36,000.00	1 / lump sum	\$36,000.00		Y
PNC2117690C1--03-26	Airport Construction: BITUMINOUS PRIME COAT	Supplier Product Code:	First Offer - \$6.00	29000 / gallon	\$174,000.00		Y
PNC2117690C1--03-27	Airport Construction: BITUMINOUS TACK COAT	Supplier Product Code:	First Offer - \$6.00	70000 / gallon	\$420,000.00		Y
PNC2117690C1--03-28	Airport Construction: CONCRETE ANCHOR GRADE BEAM	Supplier Product Code:	First Offer - \$60,000.00	2 / each	\$120,000.00		Y
PNC2117690C1--03-29	Airport Construction: RUNWAY AND TAXIWAY	Supplier Product Code:	First Offer - \$0.78	400000 / square foot	\$312,000.00	Y	Y

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	MARKING (WATERBORNE- TEMPORARY-NO BEADS)					
PNC2117690C1-03-30	Airport Construction: RUNWAY AND TAXIWAY MARKING (WATERBORNE- PERMANENT-NO BEADS)	Supplier Product Code:	First Offer - \$1.32	210000 / square foot	\$277,200.00	Y
PNC2117690C1-03-31	Airport Construction: RUNWAY AND TAXIWAY MARKING (WATERBORNE- PERMANENT- BEADS)	Supplier Product Code:	First Offer - \$1.45	375000 / square foot	\$543,750.00	Y
PNC2117690C1-03-32	Airport Construction: PAVEMENT MARKING SIGNAGE (THERMOPLASTIC)	Supplier Product Code:	First Offer - \$30.00	30000 / square foot	\$900,000.00	Y
PNC2117690C1-03-33	Airport Construction: GROOVING	Supplier Product Code:	First Offer - \$2.00	156000 / square yard	\$312,000.00	Y
PNC2117690C1-03-34	Airport Construction: 18 INCH REINFORCED CONCRETE PIPE (CLASS V)	Supplier Product Code:	First Offer - \$112.00	600 / linear foot	\$67,200.00	Y
PNC2117690C1-03-35	Airport Construction: 24 INCHES REINFORCED CONCRETE PIPE (CLASS V)	Supplier Product Code:	First Offer - \$135.00	285 / linear foot	\$38,475.00	Y
PNC2117690C1-03-36	Airport Construction: 30 INCHES REINFORCED CONCRETE PIPE (CLASS V)	Supplier Product Code:	First Offer - \$170.00	200 / linear foot	\$34,000.00	Y
PNC2117690C1-03-37	Airport Construction: 36 INCHES REINFORCED CONCRETE PIPE (CLASS V)	Supplier Product Code:	First Offer - \$212.00	500 / linear foot	\$106,000.00	Y
PNC2117690C1-03-38	Airport Construction: CLEAN AND INSPECT EXISTING	Supplier Product Code:	First Offer - \$9.00	3800 / linear foot	\$34,200.00	Y

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PNC2117690C1

PIPE - 24 INCHES DIAMETER						
PNC2117690C1-03-39	Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 30 INCHES DIAMETER	Supplier Product Code:	First Offer - \$11.00	2900 / linear foot	\$31,900.00	Y
PNC2117690C1-03-40	Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 36 INCHES DIAMETER	Supplier Product Code:	First Offer - \$12.00	3100 / linear foot	\$37,200.00	Y
PNC2117690C1-03-41	Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 42 INCHES DIAMETER	Supplier Product Code:	First Offer - \$14.00	350 / linear foot	\$4,900.00	Y
PNC2117690C1-03-42	Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 54 INCHES DIAMETER	Supplier Product Code:	First Offer - \$19.00	1650 / linear foot	\$31,350.00	Y
PNC2117690C1-03-43	Airport Construction: CLEAN AND INSPECT EXISTING PIPE - 48 INCHES DIAMETER	Supplier Product Code:	First Offer - \$14.00	530 / linear foot	\$7,420.00	Y
PNC2117690C1-03-44	Airport Construction: AIRCRAFT RATED DRAINAGE STRUCTURE	Supplier Product Code:	First Offer - \$20,000.00	7 / each	\$140,000.00	Y
PNC2117690C1-03-45	Airport Construction: SPECIAL AIRCRAFT RATED DRAINAGE STRUCTURE S-4	Supplier Product Code:	First Offer - \$29,000.00	1 / each	\$29,000.00	Y
PNC2117690C1-03-46	Airport Construction: AIRCRAFT RATED TRENCH DRAIN	Supplier Product Code:	First Offer - \$1,400.00	130 / linear foot	\$182,000.00	Y
PNC2117690C1-03-47	Airport Construction: SODDING	Supplier Product Code:	First Offer - \$3.80	217000 / square yard	\$824,600.00	Y
PNC2117690C1-03-48	Airport Construction: TOPSOILING	Supplier Product Code:	First Offer - \$4.65	10500 / cubic yard	\$48,825.00	Y
PNC2117690C1-03-49	Airport Construction: ELECTRICAL	Supplier Product Code:	First Offer - \$770,000.00	1 / lump sum	\$770,000.00	Y

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PNC2117690C1

DEMOLITION

PNC2117690C1-03-50	Airport Construction: 1/C L-824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE	Supplier Product Code:	First Offer - \$4.00	136557 / linear foot	\$546,228.00	Y	Y
PNC2117690C1-03-51	Airport Construction: 1/C #6 AWG STRANDED COPPER WIRE WITH 600 VOLTS GREEN XHHW INSULATION	Supplier Product Code:	First Offer - \$5.00	15000 / linear foot	\$75,000.00		Y
PNC2117690C1-03-52	Airport Construction: 1/C #6 AWG SOLID COPPER BSD or BHD COUNTERPOISE	Supplier Product Code:	First Offer - \$4.00	74935 / linear foot	\$299,740.00		Y
PNC2117690C1-03-53	Airport Construction: 3/4 INCHES 10 FEET LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	Supplier Product Code:	First Offer - \$175.00	500 / each	\$87,500.00		Y
PNC2117690C1-03-54	Airport Construction: ONE ADDITIONAL SECTION OF 3/4 INCHES X 10 FEET COPPER CLAD STEEL SECTIONAL GROU	Supplier Product Code:	First Offer - \$87.00	500 / each	\$43,500.00		Y
PNC2117690C1-03-55	Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED CONDUIT IN EARTH	Supplier Product Code:	First Offer - \$26.00	5870 / linear foot	\$152,620.00		Y
PNC2117690C1-03-56	Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN EXISTING ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$38.00	2500 / linear foot	\$95,000.00		Y
PNC2117690C1-03-57	Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE	Supplier Product Code:	First Offer - \$40.00	2000 / linear foot	\$80,000.00		Y

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PNC2117690C1

ENCASED IN NEW PAVEMENT						
PNC2117690C1-03-58	Airport Construction: 1 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED IN NEW PCC	Supplier Product Code:	First Offer - \$23.00	2600 / linear foot	\$59,800.00	Y
PNC2117690C1-03-59	Airport Construction: 2 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH	Supplier Product Code:	First Offer - \$45.00	3550 / linear foot	\$159,750.00	Y
PNC2117690C1-03-60	Airport Construction: 3 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH	Supplier Product Code:	First Offer - \$58.00	2880 / linear foot	\$167,040.00	Y
PNC2117690C1-03-61	Airport Construction: 4 w 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED DUCT IN EARTH	Supplier Product Code:	First Offer - \$65.00	5810 / linear foot	\$377,650.00	Y
PNC2117690C1-03-62	Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$100.00	160 / linear foot	\$16,000.00	Y
PNC2117690C1-03-63	Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PAVEMENT	Supplier Product Code:	First Offer - \$81.00	1380 / linear foot	\$111,780.00	Y
PNC2117690C1-03-64	Airport Construction: 4 W 2 INCHES SCHEDULE 40 PVC CONCRETE ENCASED UNDER NEW PCC	Supplier Product Code:	First Offer - \$81.00	860 / linear foot	\$69,660.00	Y
PNC2117690C1-03-65	Airport Construction: 6 w 2 INCHES SCHEDULE 40 PVC CONCRETE	Supplier Product Code:	First Offer - \$76.00	850 / linear foot	\$64,600.00	Y

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PNC2117690C1

ENCASED DUCT IN  
EARTH

PNC2117690C1--03-66	Airport Construction: 1 w 2 INCHES DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$25.00	1075 / linear foot	\$26,875.00	Y
PNC2117690C1--03-67	Airport Construction: 2 w 2 INCHES DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$27.00	1600 / linear foot	\$43,200.00	Y
PNC2117690C1--03-68	Airport Construction: 3 w 2 INCHES DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$30.00	325 / linear foot	\$9,750.00	Y
PNC2117690C1--03-69	Airport Construction: 4 w 2 INCHES DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$38.00	2625 / linear foot	\$99,750.00	Y
PNC2117690C1--03-70	Airport Construction: 6 w 2 INCHES DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$48.00	2300 / linear foot	\$110,400.00	Y
PNC2117690C1--03-71	Airport Construction: 1 w 4 INCHES SCHEDULE 40 PVC SPLIT DUCT CONCRETE ENCASED	Supplier Product Code:	First Offer - \$35.00	150 / linear foot	\$5,250.00	Y
PNC2117690C1--03-72	Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED DRAIN PIPE	Supplier Product Code:	First Offer - \$18.00	7680 / linear foot	\$138,240.00	Y
PNC2117690C1--03-73	Airport Construction: 1 w 2 INCHES SCHEDULE 40 PVC DIRECT BURIED CONDUIT	Supplier Product Code:	First Offer - \$18.00	200 / linear foot	\$3,600.00	Y
PNC2117690C1--03-74	Airport Construction: L- 867D JUNCTION CAN IN TURF	Supplier Product Code:	First Offer - \$2,070.00	8 / each	\$16,560.00	Y
PNC2117690C1--03-75	Airport Construction: L - 868C JUNCTION CAN IN EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$2,760.00	2 / each	\$5,520.00	Y

				Broward County Board of County Commissioners			PNC2117690C1
PNC2117690C1-03-76	Airport Construction: JUNCTION CAN PLAZA- TWO CANS IN TURF	Supplier Product Code:	First Offer - \$7,475.00	24 / each		\$179,400.00	Y
PNC2117690C1-03-77	Airport Construction: JUNCTION CAN PLAZA- TWO CANS IN EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$8,050.00	2 / each		\$16,100.00	Y
PNC2117690C1-03-78	Airport Construction: JUNCTION CAN PLAZA- THREE CANS IN TURF	Supplier Product Code:	First Offer - \$7,245.00	10 / each		\$72,450.00	Y
PNC2117690C1-03-79	Airport Construction: JUNCTION CAN PLAZA- FOUR CANS IN TURF	Supplier Product Code:	First Offer - \$11,000.00	43 / each		\$473,000.00	Y
PNC2117690C1-03-80	Airport Construction: JUNCTION CAN PLAZA- FOUR CANS IN EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$14,000.00	1 / each		\$14,000.00	Y
PNC2117690C1-03-81	Airport Construction: JUNCTION CAN PLAZA-FOUR CANS IN NEW PCC	Supplier Product Code:	First Offer - \$12,075.00	1 / each		\$12,075.00	Y
PNC2117690C1-03-82	Airport Construction: JUNCTION CAN PLAZA SIX CANS IN TURF	Supplier Product Code:	First Offer - \$16,100.00	17 / each		\$273,700.00	Y
PNC2117690C1-03-83	Airport Construction: JUNCTION CAN PLAZA SIX CANS IN EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$18,400.00	2 / each		\$36,800.00	Y
PNC2117690C1-03-84	Airport Construction: CONDUIT ENTRANCE INTO EXISTING MANHOLE	Supplier Product Code:	First Offer - \$575.00	5 / each		\$2,875.00	Y
PNC2117690C1-03-85	Airport Construction: DUCT EXTENSION TO EXISTING DUCT	Supplier Product Code:	First Offer - \$175.00	24 / each		\$4,200.00	Y
PNC2117690C1-03-86	Airport	Supplier	First Offer - \$900.00	6 / each		\$5,400.00	Y

Broward County Board of  
County Commissioners

PNC2117690C1

	Construction:	Product				
	DUCT EXTENSION TO NEW CAN PLAZA	Code:				
PNC2117690C1-03-87	Airport Construction: DUCT CONNECTION TO EXISTING BASE CAN	Supplier Product Code:	First Offer - \$345.00	5 / each	\$1,725.00	Y
PNC2117690C1-03-88	Airport Construction: INSTALL NEW I-804 (L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN EXISTING PAV	Supplier Product Code:	First Offer - \$6,670.00	18 / each	\$120,060.00	Y
PNC2117690C1-03-89	Airport Construction: INSTALL NEW L- 804(L) ELEVATED RUNWAY GUARD LIGHT IN NEW BASE CAN IN NEW PAVEMENT	Supplier Product Code:	First Offer - \$6,440.00	4 / each	\$25,760.00	Y
PNC2117690C1-03-90	Airport Construction: INSTALL NEW I-804 (L) ELEVATED RUNWAY GUARD LIGHT ON NEW BASE CAN IN PCC	Supplier Product Code:	First Offer - \$6,555.00	4 / each	\$26,220.00	Y
PNC2117690C1-03-91	Airport Construction: L-829 7.5 KW CONSTANT CURRENT REGULATOR	Supplier Product Code:	First Offer - \$36,000.00	1 / each	\$36,000.00	Y
PNC2117690C1-03-92	Airport Construction: REMOVE RUNWAY ELEVATED FIXTURE AND INSTALL NEW FIXTURE ON NEW BASE CAN	Supplier Product Code:	First Offer - \$3,335.00	28 / each	\$93,380.00	Y
PNC2117690C1-03-93	Airport Construction: REMOVE EXISTING RUNWAY ELEV. LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST. CAN	Supplier Product Code:	First Offer - \$2,415.00	55 / each	\$132,825.00	Y
PNC2117690C1-03-94	Airport Construction: REMOVE EXISTING RUNWAY ELEV.	Supplier Product Code:	First Offer - \$2,875.00	1 / each	\$2,875.00	Y

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PNC2117690C1

LIGHT FIXTURE &  
INSTALL NEW  
FIXTURE ON EXIST.  
BASE

PNC2117690C1--03-95	Airport Construction: REMOVE RUNWAY ELEV. IN- PAVEMENT LIGHT FIXTURE AND INSTALL NEW FIXTURE ON NEW BAS	Supplier Product Code:	First Offer - \$4,945.00	5 / each	\$24,725.00	Y
PNC2117690C1--03-96	Airport Construction: REMOVE EXISTING RUNWAY IN- PAVEMENT LIGHT FIXTURE & INSTALL NEW FIXTURE ON EXIST	Supplier Product Code:	First Offer - \$3,220.00	31 / each	\$99,820.00	Y
PNC2117690C1--03-97	Airport Construction: REMOVE IN- PAVEMENT RGL FIXTURE, SAFE FOR REUSE AND DEMOLISH EXISTING BASE CAN	Supplier Product Code:	First Offer - \$65.00	84 / each	\$5,460.00	Y
PNC2117690C1--03-98	Airport Construction: INSTALL EXISTING PREVIOUSLY REMOVED IN- PAVEMENT RGL ON A NEW BASE CAN	Supplier Product Code:	First Offer - \$3,220.00	46 / each	\$148,120.00	Y
PNC2117690C1--03-99	Airport Construction: L-858 (L) SIGN- SINGLE FACE - 1 MODULE ON NEW PAD	Supplier Product Code:	First Offer - \$10,200.00	1 / each	\$10,200.00	Y
PNC2117690C1--03-100	Airport Construction: L-858 (L) Sign - SINGLE FACE- 1 MODULE ON EXISTING PAD	Supplier Product Code:	First Offer - \$3,480.00	4 / each	\$13,920.00	Y
PNC2117690C1--03-101	Airport Construction: L-858 (L) Sign - DOUBLE FACE- 1 MODULE ON NEW PAD	Supplier Product Code:	First Offer - \$10,320.00	3 / each	\$30,960.00	Y
PNC2117690C1--03-102	Airport Construction: L-858 (L) SIGN- DOUBLE FACE, 1 MODULE	Supplier Product Code:	First Offer - \$3,720.00	3 / each	\$11,160.00	Y

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PNC2117690C1

ON EXISTING PAD

PNC2117690C1--03-103	Airport Construction: L-858 (L) Sign - SINGLE FACE- 2 MODULE ON NEW PAD	Supplier Product Code:	First Offer - \$16,800.00	8 / each	\$134,400.00	Y
PNC2117690C1--03-104	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 2 MODULE IN NEW PCC	Supplier Product Code:	First Offer - \$16,800.00	2 / each	\$33,600.00	Y
PNC2117690C1--03-105	Airport Construction: L-858 (L) SIGN -SINGLE FACE- 2 MODULE ON EXISTING PAD	Supplier Product Code:	First Offer - \$5,400.00	4 / each	\$21,600.00	Y
PNC2117690C1--03-106	Airport Construction: L-858 (L)SIGN- DOUBLE FACE- 2 MODULE ON NEW PAD	Supplier Product Code:	First Offer - \$18,000.00	3 / each	\$54,000.00	Y
PNC2117690C1--03-107	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 2 MODULE ON NEW PCC	Supplier Product Code:	First Offer - \$18,000.00	2 / each	\$36,000.00	Y
PNC2117690C1--03-108	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$19,200.00	3 / each	\$57,600.00	Y
PNC2117690C1--03-109	Airport Construction: L-858 (L) SIGN- DOUBLE FACE; 2 MODULE ON EXISTING PAD	Supplier Product Code:	First Offer - \$6,000.00	7 / each	\$42,000.00	Y
PNC2117690C1--03-110	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PAD	Supplier Product Code:	First Offer - \$20,400.00	12 / each	\$244,800.00	Y
PNC2117690C1--03-111	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 3 MODULE INSTALLED ON NEW PCC	Supplier Product Code:	First Offer - \$20,400.00	1 / each	\$20,400.00	Y
PNC2117690C1--03-112	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING	Supplier Product Code:	First Offer - \$8,400.00	4 / each	\$33,600.00	Y

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PNC2117690C1

CONCRETE PAD

PNC2117690C1-03-113	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 3 MODULE ON EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$21,000.00	2/each	\$42,000.00	Y
PNC2117690C1-03-114	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 2 MODULE INSTALLED ON A EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$18,000.00	3/each	\$54,000.00	Y
PNC2117690C1-03-115	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PAD	Supplier Product Code:	First Offer - \$21,600.00	8/each	\$172,800.00	Y
PNC2117690C1-03-116	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 3 MODULE INSTALLED ON NEW PCC	Supplier Product Code:	First Offer - \$21,600.00	1/each	\$21,600.00	Y
PNC2117690C1-03-117	Airport Construction: L-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAD	Supplier Product Code:	First Offer - \$9,000.00	3/each	\$27,000.00	Y
PNC2117690C1-03-118	Airport Construction: L-858 (L) SIGN-DOUBLE FACE, 3 MODULE ON EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$21,600.00	3/each	\$64,800.00	Y
PNC2117690C1-03-119	Airport Construction: L-858 (L) SIGN-SINGLE FACE- 4 MODULE INSTALLED ON NEW PAD	Supplier Product Code:	First Offer - \$21,600.00	6/each	\$129,600.00	Y
PNC2117690C1-03-120	Airport Construction: L-858 (L) SIGN- SINGLE FACE- 4 MODULE ON EXISTING PAD	Supplier Product Code:	First Offer - \$9,600.00	3/each	\$28,800.00	Y
PNC2117690C1-03-121	Airport Construction: L-858 (L) SIGN- DOUBLE FACE- 4 MODULE INSTALLED ON NEW PAD	Supplier Product Code:	First Offer - \$21,600.00	1/each	\$21,600.00	Y
PNC2117690C1-03-122	Airport	Supplier	First Offer - \$10,800.00	2/each	\$21,600.00	Y

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PNC2117690C1

	Construction:	Product	Supplier	First Offer	Quantity	Price	Y
	(L) SIGN-DOUBLE FACE, 4 MODULE ON EXISTING PAD	Code:					
PNC2117690C1-03-123	Airport Construction: SIGN RELOCATION	Product Code:	Supplier	First Offer - \$8,050.00	8 / each	\$64,400.00	Y
PNC2117690C1-03-124	Airport Construction: INSTALL OWNER PROVIDED SIGN ON EXISTING PAD	Product Code:	Supplier	First Offer - \$6,325.00	1 / each	\$6,325.00	Y
PNC2117690C1-03-125	Airport Construction: SIGN PANEL REPLACEMENT	Product Code:	Supplier	First Offer - \$2,875.00	28 / each	\$80,500.00	Y
PNC2117690C1-03-126	Airport Construction: REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL AT SAME CAN	Product Code:	Supplier	First Offer - \$1,380.00	30 / each	\$41,400.00	Y
PNC2117690C1-03-127	Airport Construction: REMOVE AND STORE EXISTING TAXIWAY ELEVATED FIXTURE AND REINSTALL IN NEW CAN	Product Code:	Supplier	First Offer - \$2,300.00	10 / each	\$23,000.00	Y
PNC2117690C1-03-128	Airport Construction: L- 861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN PAVEMENT	Product Code:	Supplier	First Offer - \$2,530.00	353 / each	\$893,090.00	Y
PNC2117690C1-03-129	Airport Construction: L- 861T(L) TAXIWAY EDGE LIGHT INSTALLED IN EXISTING BASE CAN	Product Code:	Supplier	First Offer - \$1,400.00	498 / each	\$697,200.00	Y
PNC2117690C1-03-130	Airport Construction: L- 861T(L) TAXIWAY EDGE LIGHT ON NEW BASE CAN IN NEW PCC	Product Code:	Supplier	First Offer - \$2,500.00	26 / each	\$65,000.00	Y
PNC2117690C1-03-131	Airport Construction: L- 861T(L) IN- PAVEMENT TAXIWAY EDGE	Product Code:	Supplier	First Offer - \$3,100.00	9 / each	\$27,900.00	Y

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PNC2117690C1

LIGHT INSTALLED  
IN EXISTING  
ASPHALT  
PAVEMENT

PNC2117690C1-03-132	Airport Construction: CONDUIT ENTRY INTO EXISTING BASE CAN	Supplier Product Code:	First Offer - \$345.00	37 / each	\$12,765.00	Y
PNC2117690C1-03-133	Airport Construction: REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN EXIST. C	Supplier Product Code:	First Offer - \$2,530.00	16 / each	\$40,480.00	Y
PNC2117690C1-03-134	Airport Construction: REMOVE EXISTING ELEV. RUNWAY THRESHOLD FIXTURE & INSTALL NEW FIXTURE IN NEW CAN	Supplier Product Code:	First Offer - \$3,450.00	16 / each	\$55,200.00	Y
PNC2117690C1-03-135	Airport Construction: REMOVE EXISTING PAPI POWER AND CONTROL BOXES AND RELOCATE OUT OF RSA	Supplier Product Code:	First Offer - \$9,200.00	1 / lump sum	\$9,200.00	Y
PNC2117690C1-03-136	Airport Construction: REMOVE EXISTING REFLECTOR MARKER, STORE AND REINSTALL WHEN PAVEMENT WORK IS COMP	Supplier Product Code:	First Offer - \$115.00	12 / each	\$1,380.00	Y
PNC2117690C1-03-137	Airport Construction: MODIFICATIONS TO AIRFIELD LIGHTING CONTROL & MONITORING SYSTEM	Supplier Product Code:	First Offer - \$11,500.00	1 / lump sum	\$11,500.00	Y

Bid Allowance

\$175,000.00

Lot Total \$55,270,718.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach	Does
PNC2117690C1-04-01	Airport Equipment: PAINT STRIPING VEHICLE	Supplier Product Code:	First Offer - \$340,000.00	1 / each	\$340,000.00	Y

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PNC2117690C1

PNC2117690C1--04-02	Airport Equipment: WATERBLASTING VEHICLE	Supplier Product Code:	First Offer - \$715,000.00	1 / each	\$715,000.00	Y
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<b>Bid Allowance</b>			\$175,000.00	Lot Total	\$1,055,000.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Lot Total	Atch.	Docs
PNC2117690C1--05-01	MALSR: 10L MALSR DEMOLITION	Supplier Product Code:	First Offer - \$8,625.00	1 / lump sum	\$8,625.00		Y
PNC2117690C1--05-02	MALSR: 28R MALSR DEMOLITION	Supplier Product Code:	First Offer - \$10,350.00	1 / lump sum	\$10,350.00		Y
PNC2117690C1--05-03	MALSR: MALSR THRESHOLD BAR	Supplier Product Code:	First Offer - \$310,500.00	2 / each	\$621,000.00		Y
PNC2117690C1--05-04	MALSR: MALSR IN- PAVEMENT LIGHT BAR	Supplier Product Code:	First Offer - \$47,150.00	4 / each	\$188,600.00		Y
PNC2117690C1--05-05	MALSR: MG- 20 LIR TOWER ON EXISTING FOUNDATION	Supplier Product Code:	First Offer - \$14,950.00	4 / each	\$59,800.00		Y
PNC2117690C1--05-06	MALSR: MG- 20 LIR TOWER (No Till) ON EXISTING FOUNDATION	Supplier Product Code:	First Offer - \$10,350.00	1 / each	\$10,350.00		Y
PNC2117690C1--05-07	MALSR: MG- 20 LIR TOWER IN EMAS BED	Supplier Product Code:	First Offer - \$21,850.00	6 / each	\$131,100.00		Y
PNC2117690C1--05-08	MALSR: EMT ELEVATED LIGHT BAR	Supplier Product Code:	First Offer - \$19,550.00	1 / each	\$19,550.00		Y
PNC2117690C1--05-09	MALSR: INSTALLATION OF MALS IN- PAVEMENT APPROACH LIGHT FIXTURE	Supplier Product Code:	First Offer - \$805.00	56 / each	\$45,080.00		Y
PNC2117690C1--05-10	MALSR: 1/C #2 AWG 600V CABLE	Supplier Product Code:	First Offer - \$3.75	14820 / linear foot	\$55,575.00		Y
PNC2117690C1--05-11	MALSR: 1/C #4 AWG 600V CABLE	Supplier Product Code:	First Offer - \$2.60	12940 / linear foot	\$33,644.00		Y
PNC2117690C1--05-12	MALSR: 1/C #6 AWG 600V CABLE	Supplier Product Code:	First Offer - \$2.30	28700 / linear foot	\$66,010.00		Y

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PNC2117690C1-05-13	MALSR: 1/C #1/0 AWG BARE GUARD WIRE	Supplier Product Code:	First Offer - \$4.60	1730 / linear foot	\$7,958.00	Y
PNC2117690C1-05-14	MALSR: CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT	Supplier Product Code:	First Offer - \$35.00	800 / linear foot	\$28,000.00	Y
PNC2117690C1-05-15	MALSR: REINFORCED CONCRETE ENCASED 2 INCH PVC SCHEDULE 40 CONDUIT	Supplier Product Code:	First Offer - \$55.00	550 / linear foot	\$30,250.00	Y
PNC2117690C1-05-16	MALSR: REINFORCED CONCRETE ENCASED 2W- 2 INCH / 1W4 INCH DUCTBANK	Supplier Product Code:	First Offer - \$92.00	390 / linear foot	\$35,880.00	Y
PNC2117690C1-05-17	MALSR: L-867 JUNCTION CAN	Supplier Product Code:	First Offer - \$2,070.00	8 / each	\$16,560.00	Y
<b>Bid Allowance</b>			\$175,000.00			
					<b>Lot Total</b>	<b>\$1,368,332.00</b>
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach	Docs
PNC2117690C1-06-01	RWSL: Electrical Demolition	Supplier Product Code:	First Offer - \$52,000.00	1 / each	\$52,000.00	Y
PNC2117690C1-06-02	RWSL: 1/C L- 824 TYPE C UNSHIELDED #8 AWG 5KV COPPER CABLE -(RED JACKET)	Supplier Product Code:	First Offer - \$4.00	32500 / linear foot	\$130,000.00	Y
PNC2117690C1-06-03	RWSL: 1/C L- 824 Type C Unshielded #8 AWG 5kv Copper cable (Black Jacket)	Supplier Product Code:	First Offer - \$3.45	32500 / linear foot	\$112,125.00	Y
PNC2117690C1-06-04	RWSL: 1/C #6 AWG Solid Copper with 600 volt green XHHW insulation	Supplier Product Code:	First Offer - \$3.45	32500 / linear foot	\$112,125.00	Y
PNC2117690C1-06-05	RWSL: 1/C #1/0 AWG	Supplier Product Code:	First Offer - \$4.60	1150 / linear foot	\$5,290.00	Y

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	Bare Stranded Copper Guard Wire	Code:				
PNC2117690C1-06-06	RWSL: 50 Pair #19 Copper Control Cable (FAA) Installed in Conduit	Supplier Product Code:	First Offer - \$17.00	1500 / linear foot	\$25,500.00	Y
PNC2117690C1-06-07	RWSL: 12 Pair #19 Copper Control Cable (FAA) Installed in Conduit	Supplier Product Code:	First Offer - \$12.00	1000 / linear foot	\$12,000.00	Y
PNC2117690C1-06-08	RWSL: 2 inch Schedule 40 PVC Concrete Encased in New Pavement for RWSL	Supplier Product Code:	First Offer - \$23.00	7900 / linear foot	\$181,700.00	Y
PNC2117690C1-06-09	RWSL: 2 inch Schedule 40 PVC Concrete Encased in Existing Asphalt for RWSL	Supplier Product Code:	First Offer - \$43.00	450 / linear foot	\$19,350.00	Y
PNC2117690C1-06-10	RWSL: 2 inch PVC Schedule 40 Concrete Encased in New PCC for RWSL	Supplier Product Code:	First Offer - \$26.00	250 / linear foot	\$6,500.00	Y
PNC2117690C1-06-11	RWSL: 2 inch PVC Schedule 40 Concrete Encased in Turf for RWSL	Supplier Product Code:	First Offer - \$25.00	2850 / linear foot	\$71,250.00	Y
PNC2117690C1-06-12	RWSL: 2 w 3 inch Schedule 40 Concrete Encased Conduit for RWSL	Supplier Product Code:	First Offer - \$46.00	200 / linear foot	\$9,200.00	Y
PNC2117690C1-06-13	RWSL: 1-2 inch	Supplier Product Code:	First Offer - \$14.00	600 / linear foot	\$8,400.00	Y

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Schedule 80 Code:							
PVC Direct Buried Conduit for RWSL							
PNC2117690C1-06-14	RWSL: 2-4 inch Schedule 80 PVC Direct Buried Conduit for RWSL	Supplier Product Code:	First Offer - \$35.00	550 / linear foot	\$19,250.00	Y	
PNC2117690C1-06-15	RWSL: 2 inch Liquid Tight Flex Metallic Conduit for RWSL Can Installation	Supplier Product Code:	First Offer - \$41.00	300 / linear foot	\$12,300.00	Y	
PNC2117690C1-06-16	RWSL: Aircraft Rated Concrete Pull Box Elevation Adjustment	Supplier Product Code:	First Offer - \$12,650.00	1 / each	\$12,650.00	Y	
PNC2117690C1-06-17	RWSL: Remove Catalog and Store RWSL Fixture for Reuse	Supplier Product Code:	First Offer - \$90.00	158 / each	\$14,220.00	Y	
PNC2117690C1-06-18	RWSL: Demolish and Remove Existing In-Pavement RWSL Light Base	Supplier Product Code:	First Offer - \$400.00	147 / each	\$58,800.00	Y	
PNC2117690C1-06-19	RWSL: Install New L-868 RWSL Light in New Concrete Pavement	Supplier Product Code:	First Offer - \$2,875.00	88 / each	\$253,000.00	Y	
PNC2117690C1-06-20	RWSL: Install New L-868 RWSL Light Base in New Asphalt Pavement	Supplier Product Code:	First Offer - \$3,220.00	12 / each	\$38,640.00	Y	
PNC2117690C1-06-21	RWSL: Install New L-868 Light Base in Existing Pavement	Supplier Product Code:	First Offer - \$3,680.00	52 / each	\$191,360.00	Y	
PNC2117690C1-06-22	RWSL: Install RWSL Light	Supplier Product Code:	First Offer - \$3,795.00	16 / each	\$60,720.00	Y	

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Fixture on Existing Base	Code:	Supplier Product Code:	First Offer -			
PNC2117690C1-06-23	RWSL: Provide RWSL Airfield Electrical Installation Testing		\$23,000.00	1 / lump sum	\$23,000.00	Y
<b>Bid Allowance</b>			\$175,000.00			
					<b>Lot Total</b>	<b>\$1,429,380.00</b>
					<b>Supplier Total</b>	<b>\$68,269,430.00</b>