



CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT

ANNUAL CIVIL REPAIRS AND MAINTENANCE

BROWARD COUNTY, FLORIDA

AND

GENERAL ASPHALT CO., INC.

CONTRACT NO. PNC2117536C1

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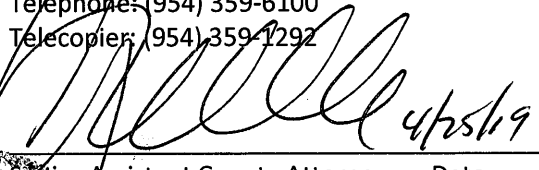
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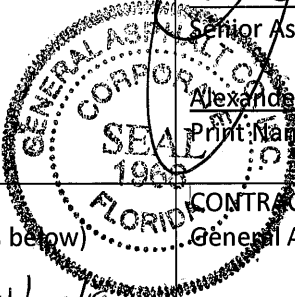
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SECTION 1 - CONTRACT EXECUTION

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

<p>Attest: Broward County Administrator as ex-officio Clerk of the Broward County Board of County Commissioners</p> <p>_____</p> <p style="text-align: right;">Date</p> <p><u>Bertha Henry</u> Print Name</p>	<p>Broward County:</p> <p>_____</p> <p>Mayor or Vice-Mayor Date</p>
	<p>COUNTY ATTORNEY: Approved as to form by Andrew J. Meyers Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p> 4/25/19</p> <p>_____</p> <p>Senior Assistant County Attorney Date</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> 4/24/19 Witness Date</p> <p><u>CURTIS SIMPSON</u> Print Name ASSIST SECTY</p> <p><u>Daniel Sanchez</u> 4/24/19 Witness Date</p> <p><u>Daniel Sanchez</u> Print Name</p>	<p>CONTRACTOR: General Asphalt Co., Inc.</p> <p>_____</p> <p>Name of Contractor</p> <p><input checked="" type="checkbox"/> <u>[Signature]</u> Signature</p> <p><u>ROB LOPEZ, JR VICE PRESIDENT</u> Print Name and Title of Signer</p> <p>24 Day of APRIL, 2019</p>



SECTION 2 - 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
5.2.1	Preconstruction Work	Per Work Order
5.3.2	Substantial Completion	Per Work Order
5.3.4	Final Completion	Per Work Order
5.4	Liquidated Damages	TO BE DETERMINED AS AND WITH EACH WORK ORDER AUTHORIZED
5.3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	TO BE DETERMINED AS AND WITH EACH WORK ORDER AUTHORIZED
5.3.4	Liquidated Damages for each calendar day after time specified for Final Completion	TO BE DETERMINED AS AND WITH EACH WORK ORDER AUTHORIZED
20.6	Contractor self-performing percent of Contract Price	50%
27.6	Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.	NOT APPLICABLE
47	The parties designate the following as the respective places for giving of notice:	For County:
		Broward County Aviation Department Director of Capital Improvement Projects; Airport Development 2200 SW 45th Street, Suite #101, Dania Beach, FL 33312
		For Contractor: General Asphalt Co., Inc. Robert Lopez, President 4850 NW 72 nd Avenue Miami, FL 33166
SP-1A	<input checked="" type="checkbox"/> County Business Enterprise (CBE)	As awarded: 35.64 %
ITB: Schedule of Prices Bid	Contract Base Amount	\$5,916,455.10
Notice of Award	Contract Price	\$5,916,455.10

SECTION 3 - GENERAL CONDITIONS

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

Article 1: Contract Definitions

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

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

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

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

1.4 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.

1.5 Consultant: Architect, Engineer, Program Manager, or Project Manager which has contracted with County, or County employee designated to perform professional services, on this Project. County will identify the Project Consultant(s) at the Preconstruction Meeting, or during the progress of the Work.

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

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

1.8 Contract Documents or Contract or Agreement: The official documents setting forth the requirements and contractual obligations for the Project, including the Summary of Terms and Conditions,

General Conditions, Special Provisions, Plans, Technical Specifications 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted by the County, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.

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

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

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

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

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

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

1.15 County Representative: An authorized representative of the County identified in a written notice to Contractor.

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

1.17 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.

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

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

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

Contractor have been received by County; and the Work has been fully completed in accordance with the Contract Documents.

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

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

1.23 Materials: Materials incorporated in this Project.

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

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

1.26 Overhead and Profit: All Contractor's costs associated with insurance premiums, supervision, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, office rent, storage rental costs, telephones, facsimile machines, computers, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the 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, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.

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

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

1.29 Public Art: Artwork created under The Public Art and Design Program ("Public Art Program") established and codified in Section 1-88 of the Broward County Code of Ordinances, as amended.

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

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

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

1.33 **Surety:** The entity which is bound by the performance bond and payment bond with and for Contractor in accordance with Section 255.05, Florida Statutes.

1.34 **Work:** The construction and services required by the Contract Documents, including all 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: Intention of County

It is the intent of County to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. 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 unless otherwise provided in the Contract Documents. County shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

Article 3: Separate Contracts

3.1. County reserves the right to let other contracts in connection with or adjacent to this Project. Contractor shall afford other contractors reasonable access to the site for the execution of their work. Contractor shall conduct its work so as not to interfere with or hinder the progress of completion of the construction performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed by the County Representative. Coordination with other contractors shall not be grounds for excusable delay.

3.2. If any part of Contractor's Work depends upon the work of others, Contractor shall inspect and promptly report to County any defects in such Work that render it unsuitable. Contractor's failure to report defects shall constitute a waiver of those defects, except as to latent defects.

Article 4: Interpretation of the Contract

4.1. The Contract is made up solely of the Contract Documents. The Contract Documents must be read as a whole, and anything in one such document must be read as included in all other documents, unless

the context requires otherwise.

4.2. Where there is a conflict between any provisions in the Contract Documents, the more stringent provision shall prevail.

4.3. Where there is a conflict between any local law or ordinance and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.4. This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto.

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

Article 5: Contract Time

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

5.2. First Notice to Proceed.

5.2.1. Preconstruction Work shall be commenced as stated in the Work Order. Contractor shall have ten (10) 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.

5.2.2. After issuance of the First Notice to Proceed, and before the County issues a Second Notice to Proceed, Contractor shall submit to County all of the following items for County's approval, if applicable:

5.2.2.1. A project schedule in compliance with the requirements of Division 1 or elsewhere in the Contract Documents. Additionally, at the request of the County, Contractor shall also provide a cost loaded schedule for review and approval.

5.2.2.2. A preliminary schedule of planned Shop Drawing and submittal submissions;

5.2.2.3. 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.

5.2.2.4. 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.

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

5.2.2.6. Airport Utility Registration Application, if applicable.

5.2.3. 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.

5.3. Second Notice to Proceed.

5.3.1. After the Preconstruction Meeting, Contractor may begin to perform the balance of the Work on the Project Initiation Date specified in the Second Notice to Proceed.

5.3.2. 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 Notice to Proceed.

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

5.3.4. 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 the Contractor a liquidated amount assessed daily until Final Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.3.5. Failure to meet interim Milestones shall also be cause for the County to deduct from monies otherwise due the Contractor a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions.

5.4. Contractor shall pay to County the sum of dollars as established in each Work Order/Authorization, for each calendar day after the specified Time for Performance, plus approved time extensions thereof, until completion of the task or Work Order, as applicable. 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.

5.5. Liquidated Damages shall be deducted from monies otherwise due Contractor until Final Completion, whether or not the County terminates Contractor for cause and whether or not Surety completes the project after a default by Contractor.

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

Article 6: Contract Documents

6.1. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions.

6.2. 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.

6.3. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings and other Contract Documents. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to County 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 County.

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

Article 7: Contractor to Check Plans, Specifications, and Data

Contractor shall inspect conditions under which Work is to be performed and verify all dimensions, quantities and details shown on the plans, specifications or other data received from County, and shall notify County of all errors, omissions and discrepancies found therein prior to the County's issuance of the Second Notice to Proceed. Failure to notify County of reasonably identifiable errors, omissions, or discrepancies prior to issuance of the Second Notice to Proceed shall preclude Claims for Delay associated with such items. The Contract Base Amount shall be deemed to include the most expensive or comprehensive material or system so as to deliver a complete and functional facility. If Contractor finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, Contractor shall immediately inform County, in writing. Contractor shall have a continuing duty to so notify County.

Article 8: Prosecution of the Work

8.1. The 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

presented in the current monthly updated progress schedule, 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.

8.2. Contractor shall be responsible for coordination of Work. All architectural, civil, structural, mechanical, electrical and other subcontractors shall be responsible for coordination of their portions of the Work with Contractor and with each affected trade.

Article 9: Supervision

9.1. Contractor shall employ on the Project during its progress a full-time competent English speaking superintendent satisfactory to County. The superintendent shall not be changed except with the written consent of County, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ.

9.2. Contractor shall supervise the Work, using best practices and industry standards. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Article 10: Labor and Materials

10.1. Unless otherwise provided in the Contract Documents, 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.

10.2. 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 11: Temporary Offsite Facilities

Contractor shall provide, at Contractor's own expense and without liability to County, any additional land or facilities that may be required for temporary construction facilities, or for storage of materials.

Article 12: Maintenance of Traffic

Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with pedestrian, vehicular, marine or air traffic without the written consent of the proper authorities. All Maintenance of Traffic plans shall be submitted for approval prior to the start of work related to the MOT.

Article 13: Location and Damage to Existing Utilities

13.1. County 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 Drawings or encountered in the Work. Contractor shall identify and locate all underground and overhead utility lines, facilities, structures, or equipment affecting or affected by the Project. Any inaccuracy or omission in such information will not relieve the Contractor of its responsibility to protect such existing features.

13.2. The Contractor shall notify each utility, facility, structure, or equipment 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, facility, structure, or equipment which may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by the Contractor. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling. If appropriate, Contractor shall engage a Ground Penetrating Radar service to locate conduit, pipes, duct banks and other subsurface utilities within the building footprint prior to any excavations. Contractor shall notify County of any discrepancy between the GPR results and the contract documents.

13.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The Contractor shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the Contractor for any loss of time or delay caused by private utility owners.

13.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. Should the Contractor damage or interrupt the operation of a utility service or facility, Contractor shall immediately notify the proper utility service or facility owner and the County Representative. Contractor shall take all reasonable measures to prevent further damage or interruption of service.

13.5. The Contractor shall immediately repair all utilities, cables and other facilities that are damaged by its workers, equipment, or Work at its own expense with appropriate new material by skilled workers. Prior approval of the appropriate utility service and/or facility owner shall be obtained from the County Representative for the materials, workers, time of day or night, method of repairs, and any temporary or permanent repairs the Contractor may propose to any cables or utility service damaged by the Contractor during the course of the Work. The County may remedy such damage by ordering outside parties to make repairs at the expense of the Contractor. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. The Contractor, in such events, shall cooperate with the utility service or facility owner and the County Representative continuously until such damage has been repaired and service restored to the satisfaction of the utility service or facility.

Article 14: Safety and Protection

14.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

14.2. Contractor shall protect the Work against all loss or damage sustained until Beneficial Occupancy by County or Substantial Completion, whichever comes first, and shall promptly repair any damage.

14.3. The Contractor shall not be responsible for normal wear resulting from the County's use of the Work after Beneficial Occupancy or Substantial Completion. However, any defect in the Work not attributable to normal wear resulting from the County's use shall be repaired by the Contractor at no additional cost to the County.

14.4. 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 herein, 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.

14.5. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of unsafe activities or practices which may lead to accidents.

14.6. In the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the County may undertake, at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of this Contract.

14.7. 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 15: Substitutions

15.1. Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to County in writing. No substitute will be allowed without a Change Order or CPEAM that adjusts the Contract Price or Contract Time. Contractor agrees to pay all County's expenses related to County's review of the request for substitution. 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 County expenses for review. 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 the Contract.

15.2. Requests for substitutions of products will be considered prior to the County's issuance of the Second Notice To Proceed. Subsequent requests will only be considered upon submittal of substantiated evidence of product unavailability, or that there is some unreasonable difficulty in obtaining it.

15.3. Substitutions will not be considered when indicated on shop drawings or product data submittals without a separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of the Contract Documents.

15.4. Substitute products shall not be installed without prior written approval of County.

15.5. The County shall limit selections to products with warranties that comply with requirements of the Contract Documents.

15.6. Requests For Substitutions

15.6.1. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.

15.6.2. Identify product by Specifications section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.

15.6.3. List similar projects using product, dates of installation, and names of the owner and consultant.

15.6.4. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to Specifications section and Article numbers.

15.6.5. Substitutions will not be approved if the cost to provide and install the substitutions causes the Contract Price to be exceeded.

15.6.6. List availability of maintenance services and replacement materials.

15.6.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.7. Contractor Representations

15.7.1. Request for substitution constitutes a representation that the Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.

15.7.2. Contractor will provide the same warranty or better for substitution as for specified product.

15.7.3. Contractor will coordinate installation of approved substitute, including making such changes as may be required for Work to be complete in all respects.

15.7.4. Contractor certifies that cost data presented is complete and includes all related costs under this Contract.

15.7.5. Contractor waives claims for additional costs related to substitution, which may later become apparent.

Article 16: Shop Drawings

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

16.2. By the date specified in the First Notice to Proceed, Contractor shall submit to County 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 shall not relieve Contractor from submitting complete Shop Drawings, in accordance with the Contract Documents.

16.3. Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

16.4. Contractor shall thoroughly review and check the Shop Drawings and each copy shall show this approval.

16.5. 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 the Contract Documents.

16.6. County's review 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 the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been reviewed.

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

16.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be noted.

16.9. Contractor shall submit the number of copies required by the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity.

16.10. Contractor shall keep one set of approved Shop Drawings at the job site at all times.

Article 17: Field Layout of the Work

Contractor shall maintain lines and grades in the field. Contractor shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. Contractor shall deliver these records in good order to County 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 "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once "as-builts" are completed and accepted, no further submittals will be required.

Article 18: Project Records, Audit Rights and Retention of Records

18.1 County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, Contractor and all its subcontractors shall comply with Florida's Public Records Law. To the extent Contractor is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Contractor and its subcontractors shall:

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

18.1.3 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.4 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and,

18.1.5 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Article 41.

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

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

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

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

County's authorized representative(s) shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. County, or its designees, shall have the right to audit, review, examine, inspect, analyze, and make copies of all written, electronic or other form of Records, as described herein, in its original or written form, at a location within Broward County, during the term of the Agreement or its required

retention period. Contractor agrees to allow the County, or its designees, access to all of its Records, facilities and current or former employees deemed necessary by County. County reserves the right to conduct such audit or review at Contractor's place of business, if necessary, with 72 hours advance notice. Contractor agrees to provide adequate and appropriate work space.

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

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

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

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

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

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

Article 19: Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without prior written approval of County.

Article 20: Subcontracts

20.1. Contractor shall have a continuing obligation to notify County of any change in Subcontractors. Upon request, Contractor shall provide County copies of subcontractor agreements.

20.2. Each Subcontractor must possess certificates of competency and licenses required by law.

20.3. Contractor shall not employ any Subcontractor debarred under County procedures.

20.4. Contractor shall be fully responsible for all acts or omissions of Subcontractors in connection with the Work. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and County, or any obligation on the part of County to pay any Subcontractor.

20.5. Contractor agrees to bind every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of County.

20.6. Contractor shall perform the Work with its own organization, amounting to not less than the percent shown on in the Summary of Terms and Conditions.

20.7 Third-Party Beneficiaries: Except as otherwise expressly provided by these Contract Documents, neither Contractor nor County intends to directly or substantially benefit a third party by this Contract.

Article 21: Progress Payments

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

21.2. Each application for payment shall include but not be limited to the following documents:

21.2.1. An updated progress schedule acceptable to County as required by the Contract Documents;

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

21.2.3. A release of claims from each Subcontractor and from Contractor relative to the Work which was the subject of and through the date of previous pay applications;

21.2.4. A Consent of Surety form relative to Work which is the subject of the pending pay application;

21.2.5. A completed Statement of Wage Compliance Form;

21.2.6. A Monthly Utilization Report Form;

21.2.7. Updated as-built information for Work performed during the payment period;

21.2.8. Certified payroll records as required by the Contract Documents;

21.2.9. Executed subcontracts if requested by County;

21.2.10. Subcontractor and vendor invoices, if requested by County;

21.2.11. A LEED certification status report, if applicable; and

21.2.12. Documentation of compliance with specifications for Work items that have been designated as intended to support the County's application for LEED certification, if applicable.

21.3. Applications for Payment shall be subject to approval by County. Failure to furnish supporting evidence for amounts invoiced shall result in a reduction of the amount otherwise due to Contractor. Incomplete pay applications will not be processed.

21.4. Retainage

21.4.1. The County shall withhold ten percent (10%) retainage from each progress payment to the Contractor until fifty percent (50%) of the Work has been completed. Thereafter, the County shall reduce to five percent (5%), the amount of retainage withheld from each subsequent progress payment made to the Contractor. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County after written request by Contractor.

21.4.2. After fifty percent (50%) completion of the Work, the Contractor may request the release of up to one-half of the retainage then being held. County will promptly make payment to Contractor to release retainage unless grounds exist under 21.4.5 not to.

21.4.3. If payment of retainage to the Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

21.4.4. After Substantial Completion and after completion of all items on the punch list,

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

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

21.4.6. For purposes of this Contract, Work may mean individual Work Orders or Authorizations. Where practicable, in County's discretion, COUNTY may make incremental acceptance of a portion of a Work and release applicable retainage or not withhold retainage for certain Work.

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

21.5.1. Defective work not remedied.

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

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

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

21.5.5. Liquidated Damages and costs incurred by County for extended construction administration.

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

21.5.7. Failure to perform Contract requirements.

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

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

21.6. Stored Materials and Equipment (on site): Contractor may store materials and equipment at the Project site only on locations designated on the plans. Payment shall be made only for installed materials.

Article 22: Changes in the Work or Terms of Contract Documents

22.1. County may increase, decrease or otherwise modify the character or quantity of the Work or Contract Time. Any extra or additional Work or time within the scope of this Project must be accomplished by means of Change Orders or CPEAMs.

22.2. No modification, amendment, revision or alteration to the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract, or pursuant to the terms herein, or as expressly authorized in the Procurement Code.

22.3. County may propose a change in the Work or may ask Contractor for a price for a potential change in the Work. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

22.4. Contractor shall submit an estimate within 7 calendar days after receipt of the proposal request. Contractor shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum, Contractor shall provide data in connection with the items included in "Cost of Work" in the Article, "Value of Changed Work."

22.5. The Contractor shall maintain its price quote for acceptance by the County for a minimum of 120 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders

The County may issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change to the Contract Base Amount or to the Contract Time.

Article 24: Allowance Accounts

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

24.1.1. Allowance Accounts shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve or address oversight in design, County oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays, and dispute avoidance and resolution; and for making final adjustments to estimated quantities, if any, shown on the Schedule of Prices Bid in the Bid Form to conform to actual quantities installed.

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

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

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

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

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

24.4. County may require the Contractor to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.

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

24.6. In the event that County and Contractor cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and the Contractor may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived.

24.7. At Final Completion, the Contract Price shall be decreased by Change Order to credit unexpended amounts under the Allowance Accounts.

Article 25: Change Orders and CPEAMs

25.1. Changes in the Contract Price 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.

25.2. Changes in the quantity or character of the Work within the scope of the Project, including all changes resulting in changes in the Contract Base Amount, or changes in the Contract Time, may be authorized by Change Orders or CPEAMs approved in advance.

25.3. Contractor shall not start work on any changes requiring an increase in the Contract Base Amount, Contract Price or the Contract Time until a Change Order, CPEAM or other written directive is issued by County setting forth the adjustments. Upon receipt of a Change Order, CPEAM or written directive issued and approved by County, Contractor shall promptly proceed with the change in the Work involved.

25.4. For all Change Orders and CPEAMs issued, Contractor shall deliver a Consent of Surety adjusting the Payment and Performance Bonds by the amount of the Change Order or CPEAM.

25.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County directing a change in the work. In such event, Contractor is obligated to proceed with the Work, even though there has not been an agreement reached on the terms of the Change Order.

Article 26: Value of Changed Work

26.1. The value of any changed Work covered by a Change Order or CPEAM shall be determined in one of the following ways:

26.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved. Unit prices are understood to include a component for overhead and profit.

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

26.1.3. On the basis of the "Cost of Work," plus the Contractor's fee for Overhead and Profit.

26.2. Unit Price Calculation:

26.2.1. When unit prices are included in the Contract, 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 the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order or CPEAM. Unit prices shall be full compensation for all costs, including overhead and profit, associated with completion of the Unit in full conformity with the requirements as stated in the Contract Documents.

26.2.2. Unit prices shall be those described in the Contract Documents. To be compensable, units must be measured daily by the Contractor and approved in writing by the County.

26.2.3. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of the unit price times the original bid quantity of Work shown in the Bid Form unless authorized by Change Order or CPEAM.

26.2.4. The Contractor shall not be entitled to any additional compensation if actual quantities of Work performed are less than the estimated quantities shown in the Bid Form.

26.2.5. All final measurements for unit price work shall be performed by the County which shall afford the Contractor an opportunity to witness or to participate in the calculation of measurements and to review all calculations.

26.3. Lump Sum Calculation:

Lump sum price Change Orders or CPEAMs shall be based on the County's proposal request, Contractor's responsive estimate, and mutual agreement between the County and the Contractor. In cases where the County and the Contractor cannot mutually agree, the extra Work will be performed on a "Cost of Work" basis.

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by County,

such costs shall include only the following items:

26.4.1.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order or CPEAM; payroll costs for employees not employed full time on the changed Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries or wages at straight or overtime rates plus the cost of applicable fringe benefits which shall include social security contributions, unemployment and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Employees shall not include superintendents and forepersons at the site. Overtime shall be included in the above only to the extent previously authorized by County in writing.

26.4.1.2. Cost of all materials and equipment furnished and incorporated in the changed Work including costs of transportation and storage. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to County.

26.4.1.3. The rental cost of any equipment used exclusively for the changed Work, if the equipment is not used for any other part of the Work.

26.4.1.4. Payments made by Contractor to Subcontractors for work performed by Subcontractors. County may direct Contractor to obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to County.

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

26.4.1.6. Royalty payments and fees for permits and licenses for changed Work when the permit or license is issued in the name of County.

26.4.1.7. Cost of premiums for additional bonds required because of changes in the Work, provided that no markup or fee will be paid on these costs.

26.4.2. The term "Cost of Work" shall not include Overhead and Profit or any of the following:

26.4.2.1. 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.

26.4.2.2. Costs to correct defective Work, disposal of materials or equipment wrongly supplied, and restoring any damage to property.

26.4.2.3. 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 changed Work.

26.4.2.4. Cost of materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools, which are consumed in the performance of the Work.

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

26.4.2.6. Cost of any item not expressly included in paragraph 26.4.1.

26.5. Contractor's fee allowed for Overhead and Profit on Cost of Work shall be as follows:

26.5.1. For allowed costs when the Work is performed by the Contractor's own forces, Contractor's fee shall be ten percent (10%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds.

26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, Contractor's fee shall be seven and one half percent (7.5%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds. 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%).

26.5.3. No fee shall be payable on items included in Overhead and Profit.

26.5.4. No fee shall be payable to Contractor for costs incurred under 26.5.2, where the Subcontractor is owned by, or an affiliate of, Contractor, by common ownership or management, or is effectively controlled by Contractor. For purposes of this provision, this would include an affiliate of any member of the Contractor team or entity, whether Limited Liability Company, Partnership, Joint Venture, or otherwise.

26.6. Contractor must support its request for payment under this section on a form acceptable to County with an itemized cost breakdown, and supporting data documenting payments. Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities and labor. Copies of such records, maintained as follows, shall be furnished to the County daily for approval, subject to audit.

26.6.1. Labor. On a daily basis, the Contractor and its Subcontractor(s) of any tier performing the Work shall submit records of the cost of labor attributed to changed Work. The record shall include the name, classification, date, daily hours, total hours, rate and the extension for each laborer, tradesperson, and foreperson.

26.6.2. Materials and Equipment. Contractor shall maintain records on a daily basis for equipment and materials utilized in the changed Work as follows:

26.6.2.1. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of special machinery and equipment.

26.6.2.2. Quantities of materials, prices, and extensions.

26.6.2.3. Transportation of materials.

26.7. Each Change Order and CPEAM must state whether each item of changed Work is based upon unit price, negotiated lump sum, or "Cost of Work."

26.8. Each Change Order or CPEAM amount shall include all costs for the time associated with the changed Work, when the Contractor is entitled to Compensable Excusable Delay. No separate payment shall be made for delay or extensions to the Contract Time for changed Work, and no reservation of claims for additional time by the Contractor shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.

Article 27: No Damages for Delay, Non-Excusable And Excusable Delays

27.1. 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, its Consultant 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.

27.2. The Contractor shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of the 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.

27.3. Non-Excusable Delay. Any Delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of the Contractor or any Subcontractor, materialman, supplier or vendor to the Contractor. Delays in obtaining permits caused by the 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 the Contractor to Liquidated Damages.

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

27.5. 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.

27.6. Compensable Excusable Delay:

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

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

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

27.7. Non-Compensable Excusable Delay:

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

27.7.2. Non-Compensable Excusable Delay may be caused by circumstances beyond the control of the 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 the Contractor, or

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

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

27.8. Weather may be grounds for Non-compensable Excusable Delay 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 updated progress schedule.

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

27.10. 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 the Contractor's failure to carry out the instructions of the County, or for any other Delays not specifically deemed to be Excusable Delay.

Article 28: Severe Weather

28.1. During such periods of time as are designated by the United States Weather Bureau as being a tropical storm watch or warning or 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 has given notice of same.

28.2. Compliance with any specific tropical storm or hurricane watch or warning precautions will not constitute additional Work.

Article 29: Notification and Claim for Change of Contract Time or Amount

29.1. Any request for additional time or compensation shall be made by written notice to the County within two (2) days of the commencement of the event giving rise to the request. Within fourteen (14) days of the termination of the event giving rise to the request, or such longer period of time as authorized by the County in writing, Contractor shall submit all documentation supporting the request for additional cost or time. If the County and Contractor cannot resolve a request within sixty (60) days after submission, Contractor may re-submit the request as a Claim in accordance with the Contract Documents which shall be submitted to Consultant for determination. The Claim shall include Contractor's

written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.2. All requests and Claims for increases to the Contract Time or Contract Base Amount shall be waived if not submitted in strict accordance with the requirements of the Contract Documents, the satisfaction of which shall be conditions precedent to entitlement.

29.3. Each Claim must include a description of the disputed work, the amount sought by the Contractor and the number of days of Delay sought by the Contractor. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. County shall be entitled to review additional job records to evaluate the submitted claim.

29.4. Submission of Claims.

29.4.1. Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided herein.

29.4.2. Unless a different period of time is agreed upon, 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. All non-technical administrative disputes, shall be determined by the Contract Administrator. 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. Contractor may not refuse to perform work that is the subject of a dispute or a Claim.

29.4.3. In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination.

29.5. Reservation of Claim Amounts and Time.

29.5.1. Contractor may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.2. If County agrees to pay a portion of a Claim, Contractor may reserve the remaining portion of the Claim by executing a conditional release in a CPEAM or Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.3. Each Change Order shall contain a release and waiver of all claims as of the date the

Contractor signs the Change Order, except as specifically included in a reservation of claims within the Change Order. The reservation of Claims shall, as to each reserved individual Claim, state the amount and time sought in the Claim and identify the Scope of Work giving rise to the Claim. Any Claim not included in the reservation of Claims is waived and abandoned; and unquantified amounts or time are also waived and abandoned.

29.5.4. If any Claims remain unresolved at Substantial Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party's reasonable attorneys' fee and court costs.

Article 30: Inspection and Testing

30.1. 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.

30.2. Field instructions shall not be effective to authorize deviations from the Contract Documents.

30.3. Should the Contract Documents, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give County timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, at least three (3) days' notice must be given prior to each test. Testing shall be made promptly, and, where practicable, at the source of supply. Work covered without approval of County must, if required by County, be uncovered for examination and properly restored at Contractor's expense.

30.4. County may order reexamination of any of the Work and, if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, County shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

30.5. Contractor shall perform its own quality control testing, at its own expense.

30.6. Except when otherwise specified in the Contract Documents, the expense of all tests requested by County shall be borne by County and performed by a testing firm chosen by County. The cost of any required test which Contractor fails shall be paid for by Contractor. County's test results will determine compliance with the Contract Documents.

30.7. For road construction projects, the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

Article 31: Defective Work and Non-Conforming Work

31.1. County shall reject defective Work. All materials and equipment furnished will be new unless otherwise specified and all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not authorized, may be considered defective.

31.2. 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 the cost of testing laboratories and personnel.

31.3. Should Contractor fail or refuse to remove or correct any defective Work in accordance with the requirements of the Contract Documents within the time indicated in writing by County, County may cause the defective Work to be removed or corrected 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. Additionally, County may terminate Contractor for cause.

31.4. If, within one (1) year after Substantial Completion or such longer period of time prescribed by the Contract Documents, any of the Work is found to be not in accordance with the Contract Documents, Contractor, within ten (10) days after written notice from County, shall correct such defective or nonconforming Work without cost to County, or shall provide a plan acceptable to the County for the prompt correction of such defective or nonconforming Work. If Contractor fails to correct defective or nonconforming Work timely, County may charge Contractor for the cost of correction. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents.

31.5. 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, or waive County's rights with regard to latent defects.

31.6. Within 10 days after written notice from County, Contractor will correct all latent defects discovered within ten (10) years of Substantial Completion. Contractor will restore any Work disturbed in connection with the correction of defective work at no cost to the County.

31.7. The provisions of Florida Statutes Chapter 558 shall not apply to this Contract.

Article 32: Beneficial Occupancy

32.1. Beneficial Occupancy shall occur when the County in its sole discretion determines that a portion of the Work may be occupied prior to Substantial Completion.

32.2. Beneficial Occupancy shall not constitute Substantial or Final Completion or acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work or for the performance of Work not complete at the time of Beneficial Occupancy.

32.3. Prior to Beneficial Occupancy, the Contractor shall obtain a Certificate of Occupancy or Completion from the appropriate Authority Having Jurisdiction.

32.4. Prior to the anticipated date of Beneficial Occupancy, the Contractor shall instruct County personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the portion of the Work being occupied.

32.5. After Beneficial Occupancy and as conditions of Substantial Completion, the Contractor shall deliver to the County complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary

documents required for all installed materials, equipment, or machinery, all applicable warranties and guaranties, and the appropriate Certificate of Occupancy or Completion that are related to the portion of the Work being occupied.

32.6. Contractor's insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such Beneficial Occupancy.

32.7. Contractor shall be responsible to maintain all utility services to areas occupied by the County until Final Acceptance.

Article 33: Partial Substantial Completion

Partial Substantial Completion of the Work shall occur when the County determines that a portion of the Work, as defined by logical boundaries, is Substantially Complete, in accordance with the Contract Documents. County shall have the right at its sole option to designate such portions of the Work as Substantially Complete. Partial Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work or for the performance of Work not complete at the time of Partial Substantial Completion.

Article 34: Substantial Completion

34.1. When it is determined that the Work is substantially complete in accordance with the Contract Documents, a Certificate of Substantial Completion will be issued in the form included in these Contract Documents. As a condition of Substantial Completion, all of the following shall occur:

34.1.1. The County shall develop, and the Contractor shall review, the list of items of Work to be completed or corrected by Contractor to satisfy the requirements of the Contract Documents for Final Completion. 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 the Contract Documents.

34.1.2. Contractor shall deliver all executed warranties.

34.1.3. Contractor shall deliver all as-built drawings.

34.1.4. Contractor shall deliver operation and maintenance manuals.

34.1.5. Contractor shall deliver evidence that all permits have been satisfied and closed, and that a final certificate of completion or certificate of occupancy has been issued.

34.1.6. The Project can be used for its intended purpose.

34.1.7. Contractor shall satisfy all other requirements of the Contract Documents.

34.2. After Substantial Completion is established, Contractor may invoice for retainage provided that County will retain up to 150% of the value of the items to be corrected or completed by Contractor.

Article 35: Guarantees And Warranties

35.1. Guarantees and Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided and will be for a period of one (1) year unless otherwise provided in the Contract Documents.

35.2. The Contractor will correct all defects discovered within one (1) year (or longer period if provided in the Contract Documents) of the date of Substantial Completion. Contractor will commence repairs within ten (10) days after being notified by the County of the need for the repairs and will prosecute the repairs diligently until completed.

35.3. If the Contractor fails to act within ten (10) days, the County may have the repairs performed by others at the expense of the Contractor.

35.4. Written warranties furnished to the County are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law or the Contract Documents.

35.5. The Contractor shall also furnish any special guarantee or warranty called for in the Contract Documents.

Article 36: Clean Up

Contractor shall at all times keep the Project premises free from accumulation of waste materials or rubbish. At the completion of the Project, Contractor shall remove all of its waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials. County may clean up and charge the cost to Contractor.

Article 37: Final Acceptance and Final Payment

37.1. Contractor shall notify County when the Work is ready for final inspection. County shall confirm that all punchlist items have been completed, final quantities of unit price items have been reconciled, the requisite documents have been submitted, the requirements of the Contract Documents have been fully satisfied, all credits due County are reconciled, and all conditions of the permits and regulatory agencies have been met.

37.2. Before requesting final payment, Contractor shall deliver to County: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) 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, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, "FINAL LIST OF CERTIFIED (CBE or DBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS."

37.3. Final payment shall be made only after the County has reviewed and approved the Final payment package. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor.

Article 38: Performance Bond and Payment Bond

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

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

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

Article 39: Indemnification

39.1. Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

39.2. Sums otherwise 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.

Article 40: Suspension of Work

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

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

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

Article 41: Termination

41.1. Termination for Cause by County. 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 the Contract Documents, 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" List created pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida

Statutes, as amended, County may give written notice of the breach to Contractor and its Surety, allowing Contractor to cure the breach within ten (10) days. If Contractor fails to cure the breach within the ten (10) day period, County may terminate Contractor without any further notice, for cause and exclude Contractor from the Project site. At the end of the ten (10) day period, all materials and equipment left on the site are deemed abandoned by the Contractor. Contractor shall not be entitled to receive any further payment.

41.1.1. County may make demand on the Surety to complete the Work without further agreement. Alternatively, in its sole discretion, County may complete the Project, or any portion of the Project. All damages, costs, credits, and charges incurred by County, together with the costs of completing the Project and correcting any deficient work, shall be deducted from any monies due or which may become due to Contractor or Surety. In the event the damages and expenses so incurred by County exceed the unpaid balance, Contractor and Surety shall be jointly and severally liable for the deficiency and shall pay same to County on demand. Termination for Cause shall not extend the Contract Time.

41.1.2. Without limiting the County's right to terminate for cause stated in this Article, County may terminate Contractor for cause upon the occurrence of any of the following:

41.1.2.1. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

41.1.2.2. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

41.1.3. Materiality and Non-Waiver of Breach: Each requirement, duty, and obligation in the Contract Documents is material. 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 shall not be effective unless it is in writing and approved by the County Commission or its designee. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach.

41.1.4. If, after notice of termination to Contractor, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor shall be governed as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 41.2 below.

41.2. Termination for Convenience by County. This Contract, or any part thereof, may be terminated for convenience in writing by County upon at least ten (10) days' written notice to Contractor of intent to terminate on the date specified in the written notice, as follows:

41.2.1. Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination costs reasonably incurred by Contractor relating to

commitments which had become firm prior to the termination. All expenses incurred shall be verified to the satisfaction of the County. No payment shall be made for Work not performed or for profit related to Work and services which have not been performed.

41.2.2. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. In addition, Contractor 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 42: Compliance With Laws

42.1. The Contractor shall at all times observe and comply with all laws, ordinances, codes, rules, regulations, orders, and decrees of any public body having jurisdiction in performing its duties, responsibilities, and obligations related to the Contract Documents.

42.2. Contractor shall pay all applicable taxes required by law.

Article 43: Permits and Fees

43.1. Contractor shall secure all permits required for the Work and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction. Contractor shall be reimbursed only for the actual amount of fees levied, as evidenced by a paid receipt or other acceptable documentation. Reimbursement to Contractor shall not include Overhead and Profit of Contractor.

43.2. Contractor shall 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 and Subcontractors working on the Project for whom a Certificate of Competency is required.

43.3. Impact fees levied by any authority having jurisdiction over the Work shall be paid by County. Contractor shall be reimbursed only for the actual amount of the impact fee as evidenced by a paid receipt or other acceptable documentation issued by the authority having jurisdiction. Reimbursement to Contractor shall not include Overhead and Profit of Contractor.

43.4. Contractor shall obtain all necessary permits prior to commencing Work (unless otherwise provided by the Contract Documents), and shall maintain and comply with all permits during the progress of the Work.

Article 44: Royalties and Patents

All fees, royalties, and costs for any invention or patent that may be used in connection with the Work are included in the Contract Price.

Article 45: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must

be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND County HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

Article 46: EEO and OESBD Compliance

46.1. 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 Agreement. 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.

46.2. 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.

46.3. 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.

46.4. This Agreement 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.

46.5. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sublessees, and subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

46.6. 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.

46.7. 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.

46.8. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, 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 47: Notices

Whenever either party desires to give notice to the other, such notice shall be by email and must be followed by a written hard copy sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as shown in the Summary of Terms and Conditions until changed in writing in the manner provided in this Article.

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

SECTION 4 - SPECIAL PROVISIONS

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

1. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
2. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit 1A-1 (or a CBE firm substituted for a listed firm, if permitted) for Thirty Five point Sixty Four percent of total Services under this Agreement (the "Commitment").
3. In performing the Services, Contractor shall utilize the CBE firms listed in Exhibit 1A-1 for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit 1A-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.
4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.
5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7,

Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

6. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.
7. County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.
8. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the CBE goal stated in this article. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.
9. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

Exhibit 1A-1 List of CBE Firms			
	General Asphalt Co., Inc. (Prime)		
	CBE Firms	Bid Amount	CBE Participation
1.	Kailas Corp. (Sub	\$1,733,172.00	29.00%
2.	Roberts Traffic Marking Corp. (Sub)	\$396,650.00	6.64%
	Total	\$2,129,822.00	35.64%

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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: PNC2117536C1	Project Title: Annual Civil Repairs
---	---

Bidder/Offeror Name: General Asphalt Co., Inc.
Address: 4850 NW 72nd Avenue **City:** Miami **State:** FL **Zip:** 33166
Authorized Representative: Robert Lopez **Phone:** 305-542-8480

CBE Subcontractor/Supplier Name: Kailas Corp
Address: 12565 Orange Drive, #410 **City:** Davie **State:** FL **Zip:** 33330
Authorized Representative: Jorge Paz **Phone:** 954-605-6940

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Site work, Concrete	23710, 23799 23710, 23799	\$1,733,172.00	29%
Pipe/Drainage All Civil works			

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

CBE Subcontractor/Supplier Authorized Representative

 (Signature) President (Title) 11/21/18 (Date)

Bidder/Offeror Authorized Representative

 (Signature) President (Title) 11/21/18 (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.

CBE Letter of Intent July 2012

18337



LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC 2117536 C1

Project Title: FUL ANNUAL CIVIL REPAIRS - 2018

Bidder/Offeror Name: General Asphalt Co., Inc.

Address: 4850 NW 77th Avenue City: Miami State: FL Zip: 33166

Authorized Representative: Robert Lopez Phone: 305-592-3480

CBE Firm/Supplier Name: ROBERTS TRAFFIC MARKING

Address: 2210 HAYES ST. City: HOLLYWOOD State: FL Zip: 33020

Authorized Representative: LISA BIRCHFIELD Phone: 954-929-2922

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
PAVEMENT MARKINGS	237310 238990	\$ 390,650.00	6.64%
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: PRESIDENT Date: 11/14/2018

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 11/15/2018

¹ Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror 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.

Rev.: June 2018

Compliance Form No. 004

SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM

Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

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

SPECIAL PROVISION 2A: PREVAILING WAGE RATES

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

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

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

PREVAILING WAGE RATES

**Broward County Board of Bid PNC2117536C1
County Commissioners 05/2018 FL203**

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.

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

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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

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TRUCK DRIVER: Lowboy Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.22	0.00

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

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.

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

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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.

<https://www.wdol.gov/wdol/scafiles/davisbacon/FL203.dvb?v=0>[10/15/2018 9:16:13 PM]

Washington, DC 20210

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

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END OF GENERAL DECISION

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SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

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

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

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 nonrenewed 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.

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

Exhibit 4A-1 Minimum Insurance Requirements

Insurance Requirements for Annual Civil Repairs & Maintenance at North Perry Airport (HWO)

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard Contractor shall maintain in force for 5 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil	\$2 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal and limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 thousand non airside \$5 mil airside	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded \$50k	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1 mil MIN
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - E&O	Max. Ded. \$10k	\$1 mil	\$2 mil
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value Replacement Cost
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI,RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder:
 Broward County
 2200 Southwest 45th Street, Suite 101
 Dania Beach, Florida 33312
 RE: (GDouge)

Tracy Meyer
Digitally signed by Tracy Meyer
 DN: cn=Tracy Meyer, o=Broward County, email=tracy.meyer@broward.org, c=US
 Date: 2016.11.01 10:54:48 -0400

Aviation Department
 Risk Insurance and Contracts Manager

InsuranceLimitsForm 03 Revised certificateofinsrevised2005.DOC COI

SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

GENERAL PROVISIONS

SECTION 10 - DEFINITION OF TERMS

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

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. **The contract duration and phase durations set forth in the Contract Documents include inclement weather days normally encountered at the Project site, as well as observed holidays defined below. The Contractor shall be charged for each calendar day**

during the term of construction including observed holidays defined below and inclement weather days normally encountered at the Project site. Normal inclement weather days shall be established by the Contractor obtaining the previous ten (10) years of inclement weather data from the National Oceanographic and Atmospheric Administration (NOAA) and averaging the previous ten (10) years of each type of inclement weather for each month and comparing it to each month of construction activities to determine if the number of inclement weather days occurring in any given month exceeds the average for that month over the past ten (10) years for that type of inclement weather, i.e. rain, snow, etc. If the Contractor is unable to work at least 50% of the normal work day on pre-determined controlling work items due to abnormal inclement weather conditions, the Contractor may not be charged a calendar day provided the Contractor submits data and records to justify not charging a calendar day for that specific day. Contract time shall be based upon calendar days counting from the effective date of the Notice to Proceed and including Saturdays, Sundays, observed holidays defined below, and other non-work days.

Legal Holidays for which a calendar day shall be charged but which the Contractor shall not be allowed to work are as follows:

New Year's Day

Martin Luther King Day

Memorial Day and the Saturday/Sunday prior to Memorial Day

July 4th

Labor Day and the Saturday/Sunday prior to Labor Day

Veteran's Day

Thanksgiving and the Friday and Saturday after Thanksgiving

Christmas Day

10-12 - 10-13 NOT USED

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, stated in the proposal, allowed for completion of the contract, including authorized time extensions.

10-16 NOT USED

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 of the contract work and acting directly or through an authorized representative. The Engineer shall be understood to be the Engineer of the Owner or the Owner's duly authorized representative.

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. It is also construction performed by the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the contract documents.

10-26 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests 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 NOT USED

10-32 NOT USED

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 NOT USED

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.

10-41A RESIDENT PROJECT REPRESENTATIVE. An authorized representative of the Engineer or Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

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, hand holes, 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 NOT USED

10-50 TAXIWAY/TAXILANE. For the purpose of this document, the term taxiway/taxilane 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 - 10-52 NOT USED

END OF SECTION 10

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

SECTIONS 20 & 30 - NOT USED

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, supplies and incidentals 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 also require consent of the Contractor's surety and separate performance and payment bonds.

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.

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. **Therefore, the Contractor shall submit a Maintenance of Traffic Plan (MOT) to BCAD for approval on every project prior to startup of construction. Refer to Technical Specification G-100, paragraph 100-2.1 Maintenance of Traffic for details.**

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. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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. 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.

All defined tolerances shall apply before, during and after incorporation of the materials into the work. It is the intent of the specifications that all materials meet all of the requirements of the specifications after all material has been set in place in its final form.

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work that is not in reasonably close conformity with the contract, plans, and specifications. Change orders or supplemental agreements must bear the written approval of the FAA.

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 **Conditions** conflict with General Provisions or Technical Specifications, the Special **Conditions** 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 Contractor shall furnish, at his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans and in accordance

with Technical Specification P-104, Project Survey and Stakeout and as more stringently required herein. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor(s). Should the Owner's surveyor(s) detect errors in said lines, grades, and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades, and measurements. Included in this are all blue top staking for subgrade and base course installation. Definition of an error shall be 1/4" or more. In the case of a discrepancy between the technical specifications and this defined tolerance, the more stringent tolerance shall govern.

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): **Electronic (AutoCAD 2014 or newer and PDF format) and hard copy (signed and sealed full and half size drawing sets)**. 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.

- 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.

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.

The Engineer and/or his authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he deems necessary to satisfy himself that the final in-place product meets the requirements of the plans and specifications.

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.

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 non-compliance. 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. Partial acceptance of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is complete and accepted by the Owner.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, Owner and representative of the Federal Aviation Administration and/or State funding agency (when applicable) will make an inspection. Final acceptance of the project shall not occur until the FAA and/or State funding agency representative(s) (when applicable) have made their inspection and the FAA and State funding agency has accepted the project (when applicable). 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 recommendation for final acceptance and notify the Contractor in writing of *the Owners* 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 ten (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.

50-17 NOT USED

END OF SECTION 50

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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.

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 Owner.

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 Owner. All materials being used are subject to inspection, test, or rejection at any time prior to, during, or after 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 Owner shall pay for all passing tests. The Contractor shall pay for all failing tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of the project at the time of final payment. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer or his authorized representative. The Contractor shall be responsible for notifying the Owner authorized testing laboratory to pick up the test samples. Also, the Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and

insure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

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 NOT USED

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, Engineer 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.

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, Engineer, 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 and Engineer 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. Also, the Contractor shall be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer against all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright and any costs, expenses, and damages which it may be obliged to pay by reason of an infringement.

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:

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 NOT USED

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. **This shall include any specialty barricades, warning signs, markings, lighted runway closure markers, etc.**

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. **The Contractor shall submit a Maintenance of Traffic Plan (MOT) to BCAD for approval on every project prior to startup of construction. Refer to Technical Specification G-100, paragraph 100-2.1 Maintenance of Traffic for details.**

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, **latest change. The Contractor shall submit a Maintenance of Traffic Plan (MOT) to BCAD for approval on every project prior to startup of construction. Refer to Technical Specification G-100, paragraph 100-2.1 Maintenance of Traffic for details.**

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, **latest change.**

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

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 are prohibited on the Airport and will not be used for this contract.

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 be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer 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.

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:

Refer to the various Phasing Plan sheets of the drawings for phasing and Section 10-15 CONTRACT TIME AND ASSOCIATED PHASING for descriptions and durations of each phase.

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, latest change.

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) and associated phasing plans 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.

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 a minimum of seven (7) 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.

There are times during the year when the FAA has a moratorium on construction activities on FAA airfield facilities and cables. The Contractor shall coordinate with BCAD on each project prior to startup of construction to ensure no such moratoriums are in place during the construction period(s).

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

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SECTION 80 - EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner and Engineer 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(s) 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 25 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.

80-02 NOT USED

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 calendar days after the effective date of the notice to proceed. 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 prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner and Engineer at least 48 hours in advance of resuming operations. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner and Engineer at least 48 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 one week 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.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, **latest change**.

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, **latest change**. 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.

The Contractor shall also submit a Maintenance of Traffic Plan (MOT) to BCAD for approval on every project prior to startup of construction. Refer to Technical Specification G-100, paragraph 100-2.1 Maintenance of Traffic for details.

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.

In addition, the following requirements shall apply concerning all workers utilized on the project:

a. The Contractor shall provide and maintain, continually on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write and speak English fluently and shall be authorized to receive instructions from the Engineer or his authorized representative. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a first class, thorough and workmanlike manner in every respect.

b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer

or the Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

c. The Contractor agrees to indemnify and hold the Owner and Engineer harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction and performance of the Contract.

d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and social security number.

e. Any employee of the Contractor or any subcontractors who violate the badging requirements or leaves unbadged individuals in the Airport Operations Area (AOA) or the Secured Identification Display Area (SIDA) without properly badged individuals will be removed from the Airport and not be allowed back onto the Airport without prior approval by the Owner.

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 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:

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 **50% of the normal work day with the normal work force employed on such principal item except where specific defined project elements, phases, etc. establishes a shorter time frame due to operational constraints of the airport.** 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 **not less than five (5) calendar days nor more than ten (10) calendar days after the receipt of the notice to proceed as evidenced by the date of receipt shown on the certified mail return receipt.**

(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.

b. Contract Time based on calendar days **or nights** shall consist of the number of calendar days ***or nights*** 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 **or nights** 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.

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.

80-08 NOT USED

80-09 Default and Termination of Contract. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of following, but not limited to, reasons:

- 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.

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 Owner 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 400 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 250 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 D 1250 for asphalts or ASTM D 633 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 under weighing (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, 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 NOT USED

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.

90-08 NOT USED

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.

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

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.

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 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.

END OF SECTION 90

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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, accepted, **and a written finding of no objection to the Quality Control Program is provided** 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 **and a written finding of no objection to the Quality Control Program is provided by the Engineer.**

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 \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or 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.

For landside projects, the Contractor shall be required to follow FDOT Quality Control requirements and submit the QC Program based on those requirements to the Engineer for his review.

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 **seven (7)** 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.

The cost of development, administration and/or performance of the Quality Control Program shall not be paid for separately but shall be included in various other bid items.

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 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).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET 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 105 - NOT USED

SECTION 110 –

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

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 (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{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 1.174 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:

$$\text{Greater than } (97.95 + 1.463 \times 1.15) = 99.63\%$$

OR

$$\text{less than } (97.95 - 1.463 \times 1.15) = 96.27\%.$$

ROUNDING RULE

A. If the digit following the last digit to be kept is 0, 1, 2, 3, or 4, strike out that digit and all the following digits.

Example: For the number 28.69248539, if only three decimal places are being kept the number becomes 28.692.

B. If the digit following the last digit to be kept is 6, 7, 8, or 9, increase the last digit to be kept by 1 and strike out all the following digits.

Example: For the number 28.69248539, if only one decimal place is being kept the number becomes 28.7.

C. If the digit following the last digit to be kept is 5 and there are digits other than zero to the right of 5, increase the last digit to be retained by 1 and strike out all following digits.

Example: For the number 28.69248539, if five decimal places are being kept the number becomes 28.69249.

D. If the digit following the last digit to be kept is 5 and there are no digits other than zero beyond 5, increase the last digit to be retained by 1 if it is odd or leave it unchanged if it is even.

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.

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

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
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 _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	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

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
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 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 subconsultants/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 subconsultants/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 subconsultant/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 subconsultant/subcontractor.

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/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 subconsultants/ 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 subconsultants/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. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).** The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

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

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

Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS.** If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/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 subconsultants/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 subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/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 subconsultant/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 subconsultant/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.

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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:

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.

GIS Format

- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

Additional Deliverable Requirements

- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) 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.

(D) 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.

(E) 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 fil.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.

(F) Delivery Media and Format:

- 1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- 2) 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).
- 3) 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.
- 4) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- 5) 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.
- 6) 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.

(G) Drawing Development Documentation:

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

(H) Submittal:

- 1) Submit as Project Record Documents, 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.

(I) 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.

(J) 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.

(K) Other Digital Information:

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

**SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS
FORM GC-1: MONTHLY CBE UTILIZATION REPORT**



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

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

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

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

OESBD Compliance Form 2008-MUR

FORM GC-2: FINAL CBE UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

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

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

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

OESBD Compliance Form 2009-MUR-F

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

No. _____

Contract No. _____

Project Title _____

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

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)

SS.

COUNTY OF _____)

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

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

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

Attachment to Application for Payment No. _____ dated _____

In the amount of \$ _____

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

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

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

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

Attest:

Witnesses:

Surety: _____

Signature of Authorized

Representative

Title: _____

(Seal)

Attachment: Surety Power of Attorney

FORM GC-5 CONSENT OF SURETY – CHANGE ORDER

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

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

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

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

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

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

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

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(i)

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 5.3.4 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 BOARD
OF COUNTY COMMISSIONERS 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:

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

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

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____

County OF _____

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

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

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

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

WITNESS:

SUBCONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

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

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

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

WITNESS:

CONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

WITNESS:

SUBCONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

WITNESS:

CONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

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

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

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

The Prime Vendor certifies the following:

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

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

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

By _____ (Print Name) as _____ (Title)

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

Notary Public:

_____ (Signature)

_____ (Print Name)

Commission No: _____ Expires: ___/___/___

State of _____ at Large

(Seal)

FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

CONTRACTOR:

ATTEST:

(Name of Contractor)

Secretary

By _____
(Signature and Title)

(Print/Type Name)

(Type Name and Title Signed Above)

(Corporate Seal)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

FORM GC-11-1: PAYMENT BOND

We _____, as Principal, hereinafter called Contractor, located at: Business Address: _____, _____, phone, _____ and _____, as Surety, located at: Business Address _____, _____, phone, _____ under the assigned Bond Number _____, and pursuant to Section 255.05, Florida Statutes, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

- a) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a written notice that he or she intends to look to the bond for protection.
- c) A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, no earlier than 45 days, or no later than ninety (90) days after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to Contractor and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- d) No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.
- e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(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: ##### Vendi: 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>			
Reason : Reason for the change			
Cause : Cause of the change			

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

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT
MM/DD/YYYY
Percentages may not total exactly due to rounding Source: ContractsCentral

SECTION 5 – Addenda

This Solicitation did not have any Addenda.

VENDOR RESPONSE



Date Bid Posted: 10/16/18
Date Bid Opened: 11/16/2018
Bid Submittals: 1
Declinations: 1

Bid Tabulation

Bid No. PNC2117536C1
Annual Civil Repairs and Maintenance
Agency: Aviation Department
Agent: Michal Durden

General Asphalt Co., Inc. 4850 NW 72 Avenue Miami, FL 33165		Tabulation of Bids			
Item	Commodity Code Description	Qty	Unit	Unit Price	Total Price
PNC2117536C1-01-01	G-100-4.1 Mobilization 7 Calendar day Notice (Not to Exceed \$2500)	12	lump sum	\$ 2,500.00	\$ 30,000.00
PNC2117536C1-01-02	G-100-4.2 Mobilization Emergency 4 Hour Notice (Not to Exceed \$3000)	3	lump sum	\$ 3,000.00	\$ 9,000.00
PNC2117536C1-01-03	G-100-4.3 Premium Time (Plant Production)(Not to Exceed \$1000)	10	each	\$ 1,000.00	\$ 10,000.00
PNC2117536C1-01-04	G-100-4.4 Premium Time (On-Site Support)(Not to Exceed \$1000)	10	each	\$ 1,000.00	\$ 10,000.00
PNC2117536C1-01-05	G-100-4.5.1 Type I (Landside) Barricade	100	day	\$ 20.00	\$ 2,000.00
PNC2117536C1-01-06	G-100-4.5.2 Type II (Landside) Barricade	100	day	\$ 20.00	\$ 2,000.00
PNC2117536C1-01-07	G-100-4.5.3 Type III (Landside) Barricade	80	day	\$ 20.00	\$ 1,600.00
PNC2117536C1-01-08	G-100-4.5.4 Type IV (Landside) Barricade	80	day	\$ 20.00	\$ 1,600.00
PNC2117536C1-01-09	G-100-4.5.5 Low Profile (Airsides) Barricade	6000	day	\$ 5.00	\$ 30,000.00
PNC2117536C1-01-10	G-100-4.6 Temporary Edge Lights	40	hour	\$ 1,960.00	\$ 79,200.00
PNC2117536C1-01-11	G-100-4.7 Flag Person	300	hour	\$ 30.00	\$ 9,000.00
PNC2117536C1-01-12	G-100-4.8 Escort Vehicle (Not to Exceed \$500)	50	day	\$ 300.00	\$ 15,000.00
PNC2117536C1-01-13	G-105-5.1 Parts Materials and Miscellaneous Items (Not to Exceed \$200000)	1	lump sum	\$ -	\$ -
PNC2117536C1-01-14	P-105-5.1 Vacuum Truck Active Use	40	day	\$ 1,200.00	\$ 48,000.00
PNC2117536C1-01-15	P-105-5.2 10 Inch Diesel Self Priming Silent Pump 185 to 4100 GPM Including 2	10	day	\$ 1,000.00	\$ 10,000.00
PNC2117536C1-01-16	P-105-5.3 10 Inch Diameter Water Pump Discharge Hose 25 Foot Length Section com	140	day	\$ 150.00	\$ 21,000.00
PNC2117536C1-01-17	P-105-5.4 Temporary Construction Items (Not to Exceed \$700000)	1	lump sum	\$ -	\$ -
PNC2117536C1-01-18	P-107-4.1 Portland Cement Concrete Pavement Demolition (Up to 16.5 inches Thick)	1000	square yard	\$ 48.00	\$ 48,000.00
PNC2117536C1-01-19	P-107-4.2 Bituminous Concrete Pavement Demolition (Up to 12 inches Thick)	1000	square yard	\$ 20.00	\$ 20,000.00
PNC2117536C1-01-20	P-108-5.1 Pavement Milling (1 Inch or Less)	2000	square yard	\$ 20.00	\$ 40,000.00
PNC2117536C1-01-21	P-108-5.2 Pavement Milling (1 Inch to 2 Inches)	1500	square yard	\$ 20.00	\$ 30,000.00
PNC2117536C1-01-22	P-108-5.3 Pavement Milling (2 Inches to 3 Inches)	5000	square yard	\$ 20.00	\$ 100,000.00
PNC2117536C1-01-23	P-108-5.4 Pavement Milling (Greater Than 3 Inches)	1000	square yard	\$ 20.00	\$ 20,000.00
PNC2117536C1-01-24	P-108-5.5 Pavement Milling with Hand Milling Machine (0 inches to 2 inches)	1000	square yard	\$ 30.00	\$ 30,000.00
PNC2117536C1-01-25	P-151-4.1 Cleaning	2	acre	\$ 6,800.00	\$ 13,200.00
PNC2117536C1-01-26	P-151-4.2 Cleaning and Grubbing	2	acre	\$ 6,800.00	\$ 13,200.00
PNC2117536C1-01-27	P-151-4.3 Cleaning Isolated Trees: Up to 2.5 Foot Butt Diameter	10	each	\$ 825.00	\$ 8,250.00
PNC2117536C1-01-28	P-151-4.4 Cleaning Isolated Trees: Greater than 2.5 to 5 Foot Butt Diameter	10	each	\$ 1,100.00	\$ 11,000.00
PNC2117536C1-01-29	P-151-4.5 Clean up Isolated Trees: Greater than 5 Foot Butt Diameter	10	each	\$ 1,650.00	\$ 16,500.00
PNC2117536C1-01-30	P-152-4.1 Unclassified Excavation	1000	cubic yard	\$ 22.00	\$ 22,000.00
PNC2117536C1-01-31	P-152-4.5 Borrow Excavation	1000	cubic yard	\$ 22.00	\$ 22,000.00
PNC2117536C1-01-32	P-152-4.8 12 Inch Compacted Subgrade (LBR 40)	3000	square yard	\$ 5.50	\$ 16,500.00
PNC2117536C1-01-33	P-152-4.9 Subgrade Compaction (Full Strength Pavement)	2000	square yard	\$ 4.40	\$ 8,800.00
PNC2117536C1-01-34	P-152-4.10 Grading (Huber Mainliner or Equal)	24	hour	\$ 132.00	\$ 3,168.00
PNC2117536C1-01-35	P-152-4.11 Grading (CAT 12G Grader or Equal)	24	hour	\$ 165.00	\$ 3,960.00
PNC2117536C1-01-36	P-152-4.12 Grading (Tandem Dump Truck 18 CY)	24	hour	\$ 110.00	\$ 2,640.00
PNC2117536C1-01-37	P-152-4.13 Grading (Front End Loader)	100	hour	\$ 99.00	\$ 9,900.00
PNC2117536C1-01-38	P-195-5.1b Temporary Slope Drains	200	linear foot	\$ 33.00	\$ 6,600.00



10/16/18
11/16/2018
1

Date Bid Posted
Date Bid Opened
Bid Submittals
Declinations

Bid Tabulation

Bid No. PNC2117536C1
Annual Civil Repairs and Maintenance
Agency: Aviation Department
Agent: Michal Durden

Tabulation of Bids

Item	Commodity Code Description	Qty	Unit	Unit Price	Total Price
PNC2117536C1-01-77	P-605-5.2 Clean Route and Seal 3/8 inch to 1/2 inch Existing Asphalt Pavement C	1000	linear foot	\$ 8.00	\$ 8,000.00
PNC2117536C1-01-78	P-605-5.3 Clean Route and Seal 5/8 inch to 1 inch Existing Asphalt Pavement C	1000	linear foot	\$ 15.00	\$ 15,000.00
PNC2117536C1-01-79	P-605-5.4 Clean Route and Reseal Joints in Existing Concrete Pavement to 1/4 in	12500	linear foot	\$ 6.00	\$ 75,000.00
PNC2117536C1-01-80	P-605-5.5 Clean Route and Reseal Joints in Existing Concrete Pavement 1/4 inch	500	linear foot	\$ 9.00	\$ 4,500.00
PNC2117536C1-01-81	P-605-5.6 Clean Route and Reseal Joints in Existing Concrete Pavement 1/2 inch	500	linear foot	\$ 10.00	\$ 5,000.00
PNC2117536C1-01-82	P-605-5.7 Clean Route and Reseal Joints in Existing Concrete Pavement 3/4 inch	500	linear foot	\$ 17.00	\$ 8,500.00
PNC2117536C1-01-83	P-605-5.8 Clean Route and Reseal Joints in Existing Concrete Pavement over 1 in	500	linear foot	\$ 25.00	\$ 12,500.00
PNC2117536C1-01-84	P-607-5.1 Partial Depth Patch Spall Repair	2000	square foot	\$ 100.00	\$ 200,000.00
PNC2117536C1-01-85	P-607-5.2 Partial Depth Core Patch	400	square foot	\$ 75.00	\$ 30,000.00
PNC2117536C1-01-86	P-608-8.1 Asphalt Surface Treatment (Dilution one to one)	500	square yard	\$ 11.00	\$ 5,500.00
PNC2117536C1-01-87	P-608-8.1a Asphalt Surface Treatment (Dilution two to one)	500	square yard	\$ 12.00	\$ 6,000.00
PNC2117536C1-01-88	P-610-5.1 Miscellaneous & Structural Portland Cement Concrete	250	cubic yard	\$ 500.00	\$ 125,000.00
PNC2117536C1-01-89	P-610-5.2 Steel Reinforcement Complete in Place	500	square foot	\$ 7.00	\$ 3,500.00
PNC2117536C1-01-90	P-610-5.3 Welded Wire Fabric Complete in Place	500	square foot	\$ 7.00	\$ 3,500.00
PNC2117536C1-01-91	P-610-5.4 Remove and Replace Concrete Sidewalk (up to 6 inches Thick)	1800	square foot	\$ 16.50	\$ 29,700.00
PNC2117536C1-01-92	P-610-5.5 Remove and Replace Concrete Curb and Gutter	300	linear foot	\$ 66.00	\$ 19,800.00
PNC2117536C1-01-93	P-610-5.6 Light Pole Base 24-inch Diameter Up to 4-foot Deep Complete	1000	linear foot	\$ 315.00	\$ 315,000.00
PNC2117536C1-01-94	P-610-5.7 Light Pole Base 24-inch Diameter 4-foot to 10-foot Deep Complete	500	linear foot	\$ 420.00	\$ 210,000.00
PNC2117536C1-01-95	P-620-5.1 Runway & Taxiway Painting Permanent wire reflective Beads (Type III) Inc	30000	square foot	\$ 3.50	\$ 105,000.00
PNC2117536C1-01-96	P-620-5.2 Runway & Taxiway Painting Permanent without reflective Beads Includ	15000	square foot	\$ 2.30	\$ 34,500.00
PNC2117536C1-01-97	P-620-5.3 Runway & Taxiway Painting (Black Enhanced) w/o Reflective Beads Includ	20000	square foot	\$ 0.90	\$ 18,000.00
PNC2117536C1-01-98	P-620-5.4 Airside Temporary Runway and Taxiway Painting without Reflective Bead	30000	square foot	\$ 0.88	\$ 26,400.00
PNC2117536C1-01-100	P-621-5.1 Bituminous Runway Pavement Grooving	15000	square foot	\$ 3.00	\$ 45,000.00
PNC2117536C1-01-101	P-621-5.2 Portland Cement Concrete Pavement Runway Grooving	3000	square yard	\$ 44.00	\$ 132,000.00
PNC2117536C1-01-103	D-701-5.1 18-inch Diameter RCP Class III (0 to 3 Foot Cover)	250	linear foot	\$ 82.50	\$ 20,625.00
PNC2117536C1-01-104	D-701-5.2 18-inch Diameter RCP Class III (Over 3 Foot Cover)	250	linear foot	\$ 88.00	\$ 22,000.00
PNC2117536C1-01-105	D-701-5.3 24-inch Diameter RCP Class V (0 to 3 Foot Cover)	250	linear foot	\$ 99.00	\$ 24,750.00
PNC2117536C1-01-106	D-701-5.4 24-inch Diameter RCP Class V (Over 3 Foot Cover)	250	linear foot	\$ 120.00	\$ 30,000.00
PNC2117536C1-01-107	D-701-5.5 36-inch Diameter RCP Class V (0 to 3 Foot Cover)	250	linear foot	\$ 143.00	\$ 35,750.00
PNC2117536C1-01-108	D-701-5.6 36-inch Diameter RCP Class V (Over 3 Foot Cover)	250	linear foot	\$ 154.00	\$ 38,500.00
PNC2117536C1-01-109	D-701-5.7 48-inch Diameter RCP Class V (0 to 3 Foot Cover)	250	linear foot	\$ 176.00	\$ 44,000.00
PNC2117536C1-01-110	D-701-5.8 48-inch Diameter RCP Class V (Over 3 Foot Cover)	300	linear foot	\$ 111.00	\$ 33,300.00
PNC2117536C1-01-111	D-701-5.9 Dewater Clean & Inspect Existing Pipe Less Than 24 inch Diameter	300	linear foot	\$ 11.00	\$ 3,300.00
PNC2117536C1-01-112	D-701-5.10 Dewater Clean & Inspect Existing Pipe 24 inch to 36 inch Diameter	300	linear foot	\$ 11.00	\$ 3,300.00
PNC2117536C1-01-113	D-701-5.11 Dewater Clean & Inspect Existing Pipe Greater than 36 inch to 48 in	300	linear foot	\$ 33.00	\$ 9,900.00
PNC2117536C1-01-114	D-701-5.12 Dewater Clean & Inspect Existing Pipe Greater Than 48 inch Diameter	600	linear foot	\$ 44.00	\$ 26,400.00

General Asphalt Co., Inc.
4850 N.W. 72 Avenue
Miami, FL 33165



Bid Tabulation
 Bid No. PNC2117536C1
 Annual Civil Repairs and Maintenance
 Agency: Aviation Department
 Agent: Michal Durden

Date Bid Posted: 10/16/18
 Date Bid Opened: 11/16/2018
 Bid Submittals: 1
 Deductions: 1

Item		Commodity Code Description	Qty	Unit	Unit Price	Total Price
PNC2117536C1-01-115	D-701-5.13	De-water Clean & Inspect Existing Structure Less Than or equal to 10	20	each	\$ 1,650.00	\$ 33,000.00
PNC2117536C1-01-116	D-701-5.14	De-water Clean & Inspect Existing Structure Greater Than 100 Square	5	each	\$ 2,200.00	\$ 11,000.00
PNC2117536C1-01-117	D-701-5.15	Existing Pipe 24 inch to 36 inch Diameter Concrete Pipe Joint Repair	15	each	\$ 2,200.00	\$ 33,000.00
PNC2117536C1-01-118	D-701-5.16	Existing Pipe 36 inch to 48 inch Diameter Concrete Pipe Joint Repair	15	each	\$ 3,500.00	\$ 49,500.00
PNC2117536C1-01-119	D-751-5.17	Foot Length x 8 Foot Width x 8 Foot Depth Drainage Structure Airtail	2	each	\$ 38,500.00	\$ 77,000.00
PNC2117536C1-01-120	D-751-5.2	FOOT Type E Inlet w/J Bottom	2	each	\$ 12,100.00	\$ 24,200.00
PNC2117536C1-01-121	D-751-5.3	FOOT Type H Inlet	2	each	\$ 12,100.00	\$ 24,200.00
PNC2117536C1-01-122	D-751-5.4	FOOT Type H Inlet w/J Bottom	2	each	\$ 13,200.00	\$ 26,400.00
PNC2117536C1-01-123	D-751-5.5	Remove Catch Basin	2	each	\$ 1,650.00	\$ 3,300.00
PNC2117536C1-01-124	D-751-5.6	Remove Manhole	2	each	\$ 1,650.00	\$ 3,300.00
PNC2117536C1-01-125	D-752-5.1	Concrete Headwall/Endwall (18 inch FDOT Index 250)	2	each	\$ 3,850.00	\$ 7,700.00
PNC2117536C1-01-126	D-752-5.2	Concrete Headwall/Endwall (24 inch FDOT Index 250)	2	each	\$ 3,850.00	\$ 7,700.00
PNC2117536C1-01-127	D-752-5.3	Concrete Headwall/Endwall (36 inch FDOT Index 250)	2	each	\$ 4,400.00	\$ 8,800.00
PNC2117536C1-01-128	D-752-5.4	Concrete Headwall/Endwall (48 inch FDOT Index 250)	2	each	\$ 6,800.00	\$ 13,200.00
PNC2117536C1-01-129	D-752-5.5	Drainage Structure (Ditch Bottom FDOT Index 233 Type F)	2	each	\$ 8,800.00	\$ 17,600.00
PNC2117536C1-01-130	D-752-5.6	Drainage Structure (Ditch Bottom FDOT Index 232 Type F)	2	each	\$ 8,800.00	\$ 17,600.00
PNC2117536C1-01-131	L-108-5.1	Hand Excavate Minimum 6 Inches Wide x 28 Inches Deep in Earth	200	linear foot	\$ 38.50	\$ 7,700.00
PNC2117536C1-01-132	L-108-5.2	Hand Excavate Minimum 18 Inches Wide x 36 Inches Deep in Earth	200	linear foot	\$ 61.80	\$ 12,320.00
PNC2117536C1-01-133	L-108-5.3	1/2 No. 8 AWG L-824C Cable Installed in Duct Bank or Conduit	1000	linear foot	\$ 3.00	\$ 3,000.00
PNC2117536C1-01-134	L-108-5.4	1/2 No. 6 AWG 600V Bare Counterpoise ground Wire Installed in Duct	1000	linear foot	\$ 3.85	\$ 3,850.00
PNC2117536C1-01-135	L-108-5.5	3/4 inch x 10 Feet Ground Rods Installed & Connected to Counterpoise W	25	each	\$ 456.50	\$ 11,412.50
PNC2117536C1-01-136	L-108-5.6	1/2 No. 8 Green Conductor in Conduit and/or Duct Bank	1000	linear foot	\$ 3.58	\$ 3,580.00
PNC2117536C1-01-137	L-108-5.7	1/2 No. 6 XHHW Conductor in Conduit	250	linear foot	\$ 2.20	\$ 550.00
PNC2117536C1-01-138	L-108-5.8	Remove Existing FAA 50 PIR FAA Control/Communications Cable	250	linear foot	\$ 17.60	\$ 4,400.00
PNC2117536C1-01-139	L-108-5.9	Install FAA 50 PIR FAA Control/Communications Cable	250	linear foot	\$ 13.00	\$ 3,250.00
PNC2117536C1-01-140	L-108-5.10	1/2 No. 8 AWG L-824C STRCLIP FAA Cable Installed in Duct Bank or Co	500	linear foot	\$ 44.00	\$ 22,000.00
PNC2117536C1-01-141	L-110-5.1	1 Way 2 inch PVC Conduit Schedule 40 Direct Buried	300	linear foot	\$ 90.00	\$ 27,000.00
PNC2117536C1-01-142	L-110-5.2	2 Way 4 inch PVC Conduit Schedule 40 Direct Buried	300	linear foot	\$ 115.50	\$ 34,650.00
PNC2117536C1-01-143	L-110-5.3	2 Way 4 inch PVC Conduit Schedule 40 Concrete Encased Ductbank	300	linear foot	\$ 285.00	\$ 85,500.00
PNC2117536C1-01-144	L-110-5.4	4 Way 4 inch PVC Conduit Schedule 40 Concrete Encased Ductbank	100	linear foot	\$ 1,210.00	\$ 121,000.00
PNC2117536C1-01-145	L-110-5.5	Direct Buried Connection to Existing Duct	3	each	\$ 10.45	\$ 31.35
PNC2117536C1-01-146	L-110-5.6	Electrical Duct Cleaning	3000	linear foot	\$ 31.900.00	\$ 95,700.00
PNC2117536C1-01-147	L-115-5.1	Precast Concrete Pull Box 3 Foot x 3 Foot	3	each	\$ 35,200.00	\$ 105,600.00
PNC2117536C1-01-148	L-115-5.2	Precast Concrete Pull Box 4 Foot x 4 Foot	2	each	\$ 2,310.00	\$ 4,620.00
PNC2117536C1-01-149	L-115-5.3	Relocate Existing L-367 Junction Box from Paved Shoulder	5	each	\$ 6,930.00	\$ 34,650.00
PNC2117536C1-01-150	L-115-5.4	New L-367 16 inch Diameter Junction Box with Cover	2	each	\$ 4,180.00	\$ 8,360.00
PNC2117536C1-01-151	L-121-5.1	New L-367 LED Medium Intensity Elevated Teaway Edge Light with Base	10	each	\$ 4,180.00	\$ 41,800.00
PNC2117536C1-01-152	L-121-5.2	Relocate Existing L-367 LED Elevated Teaway Edge Light from Unpaved	10	each	\$ 3,520.00	\$ 35,200.00

General Asphalt Co., Inc.
 4650 N.W. 72 Avenue
 Miami, FL 33166



Date Bid Posted: 10/16/18
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Bid Submittals: 1
Declinations: 1

Bid Tabulation
Bid No. PNC2117536C1
Annual Civil Repairs and Maintenance
Agency: Aviation Department
Agent: Michal Dunden

Tabulation of Bids

Item	Commodity Code Description	Qty	Unit	Unit Price	Total Price
PNC2117536C1-01-153	L-123-5.1 New L-958 Guidance Sign Size 3 Style 2 or 3 1 Module Single/Double	2	each	\$ 16,500.00	\$ 33,000.00
PNC2117536C1-01-154	L-123-5.2 New L-958 Guidance Sign Size 3 Style 2 or 3 2 Module Single/Double	2	each	\$ 19,800.00	\$ 39,600.00
PNC2117536C1-01-155	L-123-5.3 New L-958 Guidance Sign Size 3 Style 2 or 3 3 Module Single/Double	2	each	\$ 23,100.00	\$ 46,200.00
PNC2117536C1-01-156	L-123-5.4 New L-958 Guidance Sign Size 3 Style 2 or 3 4 Module Single/Double	2	each	\$ 29,700.00	\$ 59,400.00
PNC2117536C1-01-157	L-123-5.5 Relocate Existing L-958 Guidance Sign 1 Module Complete with New Con	2	each	\$ 13,200.00	\$ 26,400.00
PNC2117536C1-01-158	L-123-5.6 Relocate Existing L-958 Guidance Sign 2 Module Complete with New Con	2	each	\$ 14,850.00	\$ 29,700.00
PNC2117536C1-01-159	L-123-5.7 Relocate Existing L-958 Guidance Sign 3 Module Complete with New Con	2	each	\$ 15,950.00	\$ 31,900.00
PNC2117536C1-01-160	L-123-5.8 Relocate Existing L-958 Guidance Sign 4 Module Complete with New Con	2	each	\$ 18,150.00	\$ 36,300.00
PNC2117536C1-01-161	102-1 Maintenance of Traffic (Not to Exceed \$150000)	1	lump sum	\$ -	\$ -
PNC2117536C1-01-162	121-1 Flowable Fill	50	cubic yard	\$ 330.00	\$ 16,500.00
PNC2117536C1-01-163	160-1 12 Inch Stabilized Subgrade (LBR 4.0)	1000	square yard	\$ 8.80	\$ 8,800.00
PNC2117536C1-01-164	285-1 4 Inch Limerock Base Course (LBR 10.0)	1000	square yard	\$ 16.50	\$ 16,500.00
PNC2117536C1-01-165	285-2 6 Inch Limerock Base Course (LBR 10.0)	1000	square yard	\$ 19.80	\$ 19,800.00
PNC2117536C1-01-166	210-1 8 Inch Reworking Limerock Base	2000	square yard	\$ 11.00	\$ 22,000.00
PNC2117536C1-01-167	300-1 Prime Coat	5000	gallon	\$ 6.00	\$ 30,000.00
PNC2117536C1-01-168	334-1 Remove and Replace Asphaltic Concrete Type SP 9.5 (1 to 50 Tons)	25	ton	\$ 600.00	\$ 15,000.00
PNC2117536C1-01-169	334-2 Remove and Replace Asphaltic Concrete Type SP 9.5 (Greater than 50 Tons)	60	ton	\$ 350.00	\$ 21,000.00
PNC2117536C1-01-170	334-3 New Asphaltic Concrete Type SP 9.5 (Variable Depth)	300	ton	\$ 265.00	\$ 79,500.00
PNC2117536C1-01-171	334-4 New Asphaltic Concrete Type SP 12.5 (Variable Depth)	50	cubic yard	\$ 330.00	\$ 16,500.00
PNC2117536C1-01-172	347-1 Portland Cement Concrete Class NS	300	linear foot	\$ 18.78	\$ 5,634.00
PNC2117536C1-01-173	520-1 New Type F Concrete Curb and Gutter	300	linear foot	\$ 18.78	\$ 5,634.00
PNC2117536C1-01-174	520-2 New Type D Concrete Curb	300	linear foot	\$ 27.50	\$ 8,250.00
PNC2117536C1-01-175	520-3 Remove Existing Concrete Curb and Gutter	300	linear foot	\$ 33.00	\$ 9,900.00
PNC2117536C1-01-176	522-1 Concrete Sidewalk 4 Inch Thick	200	square yard	\$ 443.00	\$ 88,600.00
PNC2117536C1-01-177	522-2 Concrete Sidewalk Ramp/Landings Types CR A CR B CR C or CR L with Handicap	50	square yard	\$ 30.25	\$ 1,512.50
PNC2117536C1-01-178	536-1 Guardrail Roadway Complete (Includes Highway Metallic Guardrail Steel H P	500	linear foot	\$ 220.00	\$ 110,000.00
PNC2117536C1-01-179	536-2 Special Guardrail Post Installed on Existing Concrete Footings	10	each	\$ 220.00	\$ 2,200.00
PNC2117536C1-01-180	536-3 Guardrail Post Replacement	10	each	\$ 4.95	\$ 49.50
PNC2117536C1-01-181	536-4 Removal of Existing Guardrail	500	linear foot	\$ 11.00	\$ 5,500.00
PNC2117536C1-01-182	536-5 Rub Rail Single Sided	500	linear foot	\$ 4.35	\$ 2,175.00
PNC2117536C1-01-183	536-6 Encased Guardrail Post (Including NS Concrete) Complete	10	each	\$ 220.00	\$ 2,200.00
PNC2117536C1-01-184	700-1 Single Post Sign F & I Ground Mount Less than 12 Square Foot	10	each	\$ 357.50	\$ 3,575.00
PNC2117536C1-01-185	700-2 Multi Post Sign F & I Ground Mount 12 to 20 Square Foot	10	each	\$ 1,375.00	\$ 13,750.00
PNC2117536C1-01-186	700-3 Sign Panel F & I Ground Mount Up to 12 Square Foot	10	each	\$ 412.50	\$ 4,125.00
PNC2117536C1-01-187	700-4 Sign Panel F & I Ground Mount 12 to 20 Square Foot	5	each	\$ 825.00	\$ 4,125.00
PNC2117536C1-01-188	705-1 Object Marker Types 1	10	each	\$ 643.50	\$ 6,435.00
PNC2117536C1-01-189	705-2 Delineator High Performance	400	each	\$ 215.60	\$ 86,240.00
PNC2117536C1-01-190	705-3 Remove Existing Retroreflective or Non-retroreflective Markers	400	each	\$ 1.10	\$ 440.00

General Asphalt Co., Inc.
4850 N.W. 72 Avenue
Miami, FL 33166

Bid Tabulation

Bid No. PNC2117536C1
Annual Civil Repairs and Maintenance
Agency: Aviation Department
Agent: Michal Durden

Date Bid Posted: 10/16/18
Date Bid Opened: 11/16/2018
Bid Submittals: 1
Declinations: 1



Tabulation of Bids

Item	Commodity Code Description	Qty	Unit	Unit Price	Total Price
PNC2117536C1-01-181	705-2 Retroreflective Pavement Marker (RPM)	500	each	6.60	\$ 3,300.00
PNC2117536C1-01-182	770-1 Painted Pavement Marking	15000	square foot	1.00	\$ 15,000.00
PNC2117536C1-01-183	771-1 Thermoplastic Stripes and Markings	15000	square foot	3.50	\$ 52,500.00
PNC2117536C1-01-184	L-18120-5.1 #120 600V Conductor Installed in New or Existing Conduit System In	500	linear foot	14.30	\$ 7,150.00
PNC2117536C1-01-185	L-1820-5.2 #90 600V Conductor Installed in New or Existing Conduit System In	500	linear foot	9.90	\$ 4,950.00
PNC2117536C1-01-186	L-1820-5.3 #60 600V Conductor Installed in New or Existing Conduit System In	500	linear foot	10.45	\$ 5,225.00
PNC2117536C1-01-187	L-18120-5.4 #3/0 600V Conductor Installed in New or Existing Conduit System Inc	500	linear foot	16.50	\$ 8,250.00
PNC2117536C1-01-188	L-18120-5.5 #1/0 600V Conductor Installed in New or Existing Conduit System Inc	150	linear foot	23.10	\$ 3,465.00
PNC2117536C1-01-189	L-18120-5.6 Master Electrician Including Overhead & Profit	30	hour	269.50	\$ 8,085.00
PNC2117536C1-01-200	L-18120-5.7 Green Cable THHN 6GRN18STRCU1R	20	linear foot	3.58	\$ 71.60
Total:					\$ 5,318,455.10

General Asphalt Co., Inc.
4650 N.W. 72 Avenue
Miami, FL 33165

* Line Items PNC2117536C1 01-13, 01-17 and 01-161: The Aviation Department should have not been included in the solicitation and are to be removed from the total award amount. The Vendor was notified and agreed to the line being removed from the total award amount.

Prepared by Michal Durden