STANDARD FORM

CONSTRUCTION CONTRACT DOCUMENTS

PROJECT MANUAL FOR THE FOLLOWING PROJECT(S):

Residential Sound Insulation Pilot Program
CIP Bid Pack 3800B

BROWARD COUNTY AVIATION DEPARTMENT
through its
BOARD OF COUNTY COMMISSIONERS
of
BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: N0873604C1

FAA AIP PROJECT NO. FLL 2010-8
Preapplication (submitted and pending)
ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division’s website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is the responsibility of all potential vendors to monitor the Purchasing Division’s website for any changing information prior to submitting their reply.

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on “How to Do Business with Broward County – A Vendor’s Guide,” or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division
NOTICE

The attached Construction Contract Documents have been approved as to legal form by the Office of the County Attorney, and approved by the Risk Management Division, the Office of Economic and Small Business Development and the Purchasing Division relating to their respective areas of responsibility, prior to the public notice of the Invitation for Bid.

Airport Development – Aviation Department
(Using Division)

[Signature]
(Jamie McCluskie, Director, Planning Division)

[Signature]
(Consultant – Howard Steinholtz, The Urban Group)

Approved by:

[Signature]
Lindsey Payne
Assistant County Attorney

4/2/10

Date

[Signature]
Connie Mangan
Purchasing Agent

9/3/10

Date

[Signature]
Dawn Mehler
Risk Insurance and Contracts Manager

9/1/10

Date

[Signature]
Norman E. Taylor
Director, Office of Economic and Small Business Development

Date

DBE PARTICIPATION GOALS 13.5%

CAP#170 FAA (01-07-10) Residential Sound Insulation Pilot 38006
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CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DEVIATIONS TO CAF170 DUE TO FEDERAL (FAA) FUNDING</td>
<td>vi</td>
</tr>
<tr>
<td></td>
<td>NOTICE FOR BIDS</td>
<td>1</td>
</tr>
<tr>
<td>00100</td>
<td>GENERAL INSTRUCTIONS TO BIDDERS</td>
<td>5</td>
</tr>
<tr>
<td>00200</td>
<td>DEFINITIONS</td>
<td>7</td>
</tr>
<tr>
<td>00300</td>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>10</td>
</tr>
<tr>
<td>1</td>
<td>Examination of Contract Documents and Site</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Pre-Bid Interpretations</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Sealed Bids</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>Printed Form of Bid</td>
<td>11</td>
</tr>
<tr>
<td>5</td>
<td>Bid Guaranty</td>
<td>11</td>
</tr>
<tr>
<td>6</td>
<td>Acceptance or Rejection of Bids</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>Determination of Award</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Evaluation</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>Contract Price</td>
<td>12</td>
</tr>
<tr>
<td>10</td>
<td>Postponement of Date for Presenting and Opening of Bids</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Qualifications of Bidders</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Addenda and Modifications</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Prevailing Wage Rates see FAA Appendix 1</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>Occupational Health and Safety</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>Environmental Regulations</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>&quot;Or Equal&quot; Clause</td>
<td>14</td>
</tr>
<tr>
<td>17</td>
<td>Protested Solicitation and Award</td>
<td>14</td>
</tr>
<tr>
<td>18</td>
<td>False Claims</td>
<td>14</td>
</tr>
<tr>
<td>00320</td>
<td>PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE (DBE)</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>form SCHEDULE OF DBE PARTICIPATION</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>form LETTER OF INTENT TO UTILIZE A DBE SUBCONTRACTOR</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>form DBE UNAVAILABILITY REPORT</td>
<td>25</td>
</tr>
<tr>
<td>00400</td>
<td>BID/TENDER FORM</td>
<td>27</td>
</tr>
<tr>
<td>00405</td>
<td>COUNTY LICENSES, PERMITS AND FEES</td>
<td>30</td>
</tr>
<tr>
<td>00407</td>
<td>SCHEDULE OF PRICES BID</td>
<td>31</td>
</tr>
<tr>
<td>00410</td>
<td>BID GUARANTY FORM UNCONDITIONAL LETTER OF CREDIT</td>
<td>33</td>
</tr>
<tr>
<td>00500</td>
<td>SUPPLEMENT TO BID/TENDER FORM QUESTIONNAIRE</td>
<td>35</td>
</tr>
<tr>
<td>00510</td>
<td>SUPPLEMENT TO BID/TENDER FORM CERTIFICATION REQUIREMENTS</td>
<td>41</td>
</tr>
<tr>
<td>00520</td>
<td>SUPPLEMENT TO BID/TENDER FORM NON-COLLUSION CERTIFICATE</td>
<td>43</td>
</tr>
<tr>
<td>00530</td>
<td>SUPPLEMENT TO BID/TENDER FORM DRUG FREE WORKPLACE CERT</td>
<td>45</td>
</tr>
<tr>
<td>00540</td>
<td>SUPPLEMENT TO BID/TENDER FORM TRENCH SAFETY ACT</td>
<td>46</td>
</tr>
<tr>
<td>00550</td>
<td>RECYCLED CONTENT INFORMATION</td>
<td>47</td>
</tr>
<tr>
<td>00560</td>
<td>NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION</td>
<td>48</td>
</tr>
<tr>
<td>00600</td>
<td>CONTRACT</td>
<td>49</td>
</tr>
<tr>
<td>Article 1</td>
<td>Scope of Work</td>
<td>49</td>
</tr>
<tr>
<td>Article 2</td>
<td>Contract Time</td>
<td>49</td>
</tr>
<tr>
<td>Article 3</td>
<td>Contract Sum</td>
<td>51</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS (continued)

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 4</td>
<td>Progress Payments</td>
<td>52</td>
</tr>
<tr>
<td>Article 5</td>
<td>Acceptance and Final Payment</td>
<td>53</td>
</tr>
<tr>
<td>Article 6</td>
<td>Miscellaneous</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td>Contract Execution</td>
<td>58</td>
</tr>
<tr>
<td>00708</td>
<td>FORM CERTIFICATE OF INSURANCE</td>
<td>60</td>
</tr>
<tr>
<td>00710</td>
<td>FORM OF PERFORMANCE BOND</td>
<td>61</td>
</tr>
<tr>
<td>00720</td>
<td>FORM OF PAYMENT BOND</td>
<td>64</td>
</tr>
<tr>
<td>00721</td>
<td>CERTIFICATE AS TO CORPORATE PRINCIPAL</td>
<td>67</td>
</tr>
<tr>
<td>00722</td>
<td>FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000.00 OR LESS</td>
<td>68</td>
</tr>
<tr>
<td>00735</td>
<td>PERFORMANCE AND PAYMENT GUARANTY FORM UNCONDITIONAL LETTER OF CREDIT</td>
<td>70</td>
</tr>
<tr>
<td>00800</td>
<td>GENERAL CONDITIONS</td>
<td>72</td>
</tr>
<tr>
<td>1</td>
<td>Project Manual</td>
<td>72</td>
</tr>
<tr>
<td>2</td>
<td>Intention of COUNTY</td>
<td>72</td>
</tr>
<tr>
<td>3</td>
<td>Preliminary Matters</td>
<td>73</td>
</tr>
<tr>
<td>4</td>
<td>Performance Bond and Payment Bond</td>
<td>74</td>
</tr>
<tr>
<td>5</td>
<td>Qualification of Surety</td>
<td>75</td>
</tr>
<tr>
<td>6</td>
<td>Indemnification</td>
<td>77</td>
</tr>
<tr>
<td>7</td>
<td>Insurance Requirements</td>
<td>77</td>
</tr>
<tr>
<td>8</td>
<td>Labor and Materials</td>
<td>80</td>
</tr>
<tr>
<td>9</td>
<td>Royalties and Patents</td>
<td>80</td>
</tr>
<tr>
<td>10</td>
<td>Weather</td>
<td>81</td>
</tr>
<tr>
<td>11</td>
<td>Permits, Licenses, and Impact Fees</td>
<td>81</td>
</tr>
<tr>
<td>12</td>
<td>Resolution of Disputes</td>
<td>81</td>
</tr>
<tr>
<td>13</td>
<td>Inspection of Work (See FAA 50-09)</td>
<td>82</td>
</tr>
<tr>
<td>14</td>
<td>Superintendent and Supervision</td>
<td>83</td>
</tr>
<tr>
<td>15</td>
<td>COUNTY's Right to Terminate Contract (See also FAA General Provisions Section 80-90)</td>
<td>85</td>
</tr>
<tr>
<td>16</td>
<td>CONTRACTOR's Right to Stop Work or Terminate Contract (deleted - No FAA cross-reference)</td>
<td>85</td>
</tr>
<tr>
<td>17</td>
<td>Assignment</td>
<td>85</td>
</tr>
<tr>
<td>18</td>
<td>Rights of Various Interests</td>
<td>85</td>
</tr>
<tr>
<td>19</td>
<td>Explosives (See FAA General Provisions Section 70-09)</td>
<td>85</td>
</tr>
<tr>
<td>20</td>
<td>Differing Site Conditions</td>
<td>85</td>
</tr>
<tr>
<td>21</td>
<td>Plans and Working Drawings</td>
<td>86</td>
</tr>
<tr>
<td>22</td>
<td>CONTRACTOR to Check Plans, Specifications, and Data</td>
<td>86</td>
</tr>
<tr>
<td>23</td>
<td>CONTRACTOR's Responsibility for Damages and Accidents</td>
<td>87</td>
</tr>
<tr>
<td>24</td>
<td>Warranty</td>
<td>87</td>
</tr>
<tr>
<td>25</td>
<td>Supplementary Drawings</td>
<td>87</td>
</tr>
<tr>
<td>26</td>
<td>Defective Work (See FAA General Provisions section 50-10)</td>
<td>88</td>
</tr>
<tr>
<td>27</td>
<td>Taxes</td>
<td>88</td>
</tr>
<tr>
<td>28</td>
<td>Subcontracts</td>
<td>88</td>
</tr>
<tr>
<td>29</td>
<td>Separate Contracts</td>
<td>89</td>
</tr>
<tr>
<td>SECTION</td>
<td>TITLE</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>30</td>
<td>Use of Completed Portions</td>
<td>90</td>
</tr>
<tr>
<td>31</td>
<td>Lands for Work</td>
<td>91</td>
</tr>
<tr>
<td>32</td>
<td>Legal Restrictions and Traffic Provisions</td>
<td>91</td>
</tr>
<tr>
<td>33</td>
<td>Location and Damage to Existing Facilities, Equipment or Utilities</td>
<td>91</td>
</tr>
<tr>
<td>34</td>
<td>Value Engineering (See FAA General Provisions Section 50-17)</td>
<td>92</td>
</tr>
<tr>
<td>35</td>
<td>Continuing the Work</td>
<td>92</td>
</tr>
<tr>
<td>36</td>
<td>Changes in the Work or Terms of Contract Documents</td>
<td>92</td>
</tr>
<tr>
<td>37</td>
<td>Field Orders and Supplemental Instructions (See also Section 50-01 of FAA General Provisions)</td>
<td>92</td>
</tr>
<tr>
<td>38</td>
<td>Change Orders</td>
<td>93</td>
</tr>
<tr>
<td>39</td>
<td>Value of Change Order Work</td>
<td>94</td>
</tr>
<tr>
<td>40</td>
<td>Notification and Claim for Change of Contract Time or Contract Price (See also FAA General Provisions Section 50-16)</td>
<td>98</td>
</tr>
<tr>
<td>41</td>
<td>No Damages for Delay</td>
<td>99</td>
</tr>
<tr>
<td>42</td>
<td>Excusable Delay; Compensable; Non-Compensable</td>
<td>99</td>
</tr>
<tr>
<td>43</td>
<td>Substantial Completion</td>
<td>100</td>
</tr>
<tr>
<td>44</td>
<td>No Interest</td>
<td>101</td>
</tr>
<tr>
<td>45</td>
<td>Shop Drawings</td>
<td>101</td>
</tr>
<tr>
<td>46</td>
<td>Field Layout of the Work and Record Drawings</td>
<td>103</td>
</tr>
<tr>
<td>47</td>
<td>Safety and Protection</td>
<td>103</td>
</tr>
<tr>
<td>48</td>
<td>Final Schedule of Values</td>
<td>104</td>
</tr>
<tr>
<td>49</td>
<td>Payment by COUNTY for Tests</td>
<td>105</td>
</tr>
<tr>
<td>50</td>
<td>Project Sign</td>
<td>105</td>
</tr>
<tr>
<td>51</td>
<td>Hurricane Precautions</td>
<td>105</td>
</tr>
<tr>
<td>52</td>
<td>Cleaning Up; COUNTY’s Right to Clean Up</td>
<td>105</td>
</tr>
<tr>
<td>53</td>
<td>Removal of Equipment</td>
<td>106</td>
</tr>
<tr>
<td>54</td>
<td>Nondiscrimination, Equal Employment Opportunity and Americans with Disabilities Act</td>
<td>106</td>
</tr>
<tr>
<td>55</td>
<td>Project Records</td>
<td>107</td>
</tr>
<tr>
<td>Form</td>
<td>DBE Schedule of Participation (inserted from award bid)</td>
<td>108</td>
</tr>
<tr>
<td>Form</td>
<td>DBE Letter of Intent (inserted from awarded bid)</td>
<td>108</td>
</tr>
<tr>
<td>Form</td>
<td>DBE Final/Monthly Utilization Report</td>
<td>109</td>
</tr>
<tr>
<td>00800</td>
<td>SPECIAL NOTICE: Asbestos Containing Material in County Buildings</td>
<td>110</td>
</tr>
<tr>
<td>00900</td>
<td>SUPPLEMENTARY CONDITIONS (SPECIAL PROVISIONS)</td>
<td>111</td>
</tr>
<tr>
<td>00920</td>
<td>ADDITIONAL ARTICLES</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td>Federal Grant Projects</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td>Davis Bacon Wage Rate Table</td>
<td>113</td>
</tr>
<tr>
<td>00923</td>
<td>STATEMENT OF COMPLIANCE (DAVIS BACON ACT)</td>
<td>118</td>
</tr>
<tr>
<td>00924</td>
<td>CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS</td>
<td>119</td>
</tr>
<tr>
<td>00925</td>
<td>CERTIFICATE OF SUBSTANTIAL COMPLETION</td>
<td>121</td>
</tr>
<tr>
<td>00926</td>
<td>FINAL CERTIFICATE OF PAYMENT</td>
<td>123</td>
</tr>
<tr>
<td>00930</td>
<td>FORM OF FINAL RECEIPT</td>
<td>124</td>
</tr>
</tbody>
</table>

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
<table>
<thead>
<tr>
<th>Code</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>00950</td>
<td>DRAWINGS INDEX</td>
<td>126</td>
</tr>
<tr>
<td>01000</td>
<td>ADDENDA AND MODIFICATIONS</td>
<td>127</td>
</tr>
<tr>
<td>02000</td>
<td>TECHNICAL SPECIFICATIONS</td>
<td>128</td>
</tr>
<tr>
<td>03000</td>
<td>Federal Aviation Administration Mandatory Contract Requirements</td>
<td>129</td>
</tr>
<tr>
<td>A</td>
<td>WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS</td>
<td>129</td>
</tr>
<tr>
<td>B</td>
<td>DAVIS-BACON ACT REQUIREMENTS</td>
<td>130</td>
</tr>
<tr>
<td>C</td>
<td>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</td>
<td>136</td>
</tr>
<tr>
<td>D</td>
<td>EQUAL EMPLOYMENT OPPORTUNITY</td>
<td>137</td>
</tr>
<tr>
<td>E</td>
<td>CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS</td>
<td>138</td>
</tr>
<tr>
<td>F</td>
<td>STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS</td>
<td>139</td>
</tr>
<tr>
<td>G</td>
<td>CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI</td>
<td>144</td>
</tr>
<tr>
<td>H</td>
<td>TERMINATION OF CONTRACT</td>
<td>145</td>
</tr>
<tr>
<td>i</td>
<td>BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS</td>
<td>146</td>
</tr>
<tr>
<td>J</td>
<td>MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER HAZARDOUS ENERGY SOURCES</td>
<td>146</td>
</tr>
</tbody>
</table>

| Exhibit A | Vendors List Non-certified Subcontractors/Sub-vendors | 147 |
| Exhibit B | Final List of Non-certified Subcontractors/Sub-vendors | 148 |
| Exhibit C | Final Release of Lien (Homeowner, Contractor)          | 150 |
| Exhibit D | Background Screening Standards                          | 151 |
| Exhibit E | Affidavit Criminal Background Screening                 | 154 |
| Exhibit F | Bidder’s Opportunity List                               | 155 |
Entire Document: This project is funded in part by a grant from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and must comply with FAA and United States Department of Transportation Rule 49 C.F.R., Part 26 pertaining to participation of The Disadvantaged Business Enterprise (DBE) requirements. The requirements, as amended, apply to this contract. Section 00320 of the contract document, "Participation by Disadvantaged Business Enterprises (DBE'S)", has been revised to be in compliance. To the extent of any conflicts between the terms of this contract and the requirements of 49 C.F.R. Part 26, if any, the requirements of 49 C.F.R. Part 26 will govern. The applicable terms of any and all Joint Participation Agreements (JPA's) related to the funding of this project apply to this contract and such JPA's are hereby incorporated by reference as if fully set out herein. A copy of such JPA's may be obtained by contacting the Aviation Department Grants Administrator, 100 Aviation Boulevard, Fort Lauderdale, Florida 33315.

All References are to FAA General Provisions:

www.faa.gov/airports/engineering/construction_standards

00200 Definitions:

1.1  "Bidder" Deleted. See Section 10-09.
1.3  "Change Order" Deleted. See Section 10-12.
1.5  "Contract" Deleted. See Section 10-13.
1.10 "Contractor" Deleted. See Section 10-16.
1.13 "Final Completion" Deleted. See Section 50-15.
1.14 "Materials" Deleted. See Section 10-29.
1.15 "Notice to Proceed" Deleted. See Section 10-30.
1.16 "Plans and/or Drawings" Deleted. See Section 10-35.
1.17 "Project" Deleted. See Section 10-36.
1.20 "Resident Project Representative" Deleted. See Section 10-18.
1.22 "Substantial Completion". See also Section 50-14.
1.23 "Surety" Deleted. See Section 10-46.

00300: Instructions to Bidders:
Sentence added, "See also Section 20, General Provisions.

00600: Contract:

Article 2, Paragraph 2.1. See also Section 80-02.
Article 4. Paragraph 4.2. Is deleted in its entirety and replaced with: "Subject to Section 90-06, 90-07, and 90-08, 10% of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY. Except as provided by Section 90-08, any interest earned on retainage shall accrue to the benefit of the COUNTY."

Article 6. Paragraph 6.5. Third Party Beneficiaries. See also Section 70-12.

Article 6. Paragraph 6.7. Assignment and Performance. Add the following to the end of the first sentence: "except in accordance with Section 80-01."

00800: General Conditions:


Paragraph 15. COUNTY's right to Terminate Contract. See also Section 80-09.


Paragraph 26. Defective Work. Delete Sections 26-1 and 26-2. See also Section 50-10.

Paragraph 29. Separate Contracts. See also Section 50-05.

Paragraph 30. Use of Completed Portions. See also Section 50-14. In the event the Contractor requests Partial Acceptance pursuant to FAA General Provisions, Section 50-14, and the Engineer approves such request, the process and documentation of acceptance shall follow this Section 30.

Paragraph 33. Location and Damage to Existing Facilities, Equipment, or Utilities. See also Section 70-15.

Paragraph 34. Value Engineering. Deleted. See entire Section 50-17; however, page GP-21, third paragraph from top, the first sentence is rewritten to "The owner SHALL require the Contractor to share in the owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal."

Paragraph 37. Field Orders and Supplemental Instructions. See also Section 50-01.

Paragraph 38. Change Orders. Add "See also Sections 40-02, 40-03, and 40-04.


Paragraph 40. Notification and Claim for Change or Contract Time or Contract Price. See also Section 50-16.

Paragraph 43. Substantial Completion. See also Section 50.14.

End - FAA Deviations
NOTICE TO BE DISPLAYED IN THE OFFICES OF THE BROWARD COUNTY PURCHASING DIVISION
NOTICE FOR BIDS

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for the construction of:

Residential Sound Insulation Pilot Program 3800B (Bid No. N0873604C1) will be received by the Board of County Commissioners until 2:00 p.m. on Wednesday, October 27, 2010 at which time bids will be publicly opened and read in the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

There shall be a Mandatory Pre-bid Conference on: Monday October 11, 2010 at 1:30 p.m. at the following location:

100 Aviation Blvd, Ft Lauderdale, FL 33315 in the auditorium.

☐ Attendance at the Pre-bid Conference is mandatory. A failure to attend the Pre-bid Conference will automatically result in a Bidder being deemed non-responsive.

☐ Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

☐ A Pre-bid Conference will not be conducted for this project.

☐ Attendance at the Pre-bid Job Site Visit is mandatory. A failure to attend the Pre-bid Job Site Visit will automatically result in a Bidder being deemed non-responsive.

☐ Attendance at the Pre-bid Job Site Visit is highly encouraged and recommended as a source of information but is not mandatory.

☒ A Pre-bid Job Site Visit will not be conducted for this project. The Bidder shall not visit or physically inspect the individual properties listed in this bid package. All existing conditions and information needed to determine a bid amount have been documented.

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
in the bid documents including individual project plans. The Contract value shall be determined solely from these specifications. If a Bidder requires additional information or clarification it should be submitted in writing to the Urban Group, Inc, and copy the Project Manager and the Purchasing Agent.

The Project Manual is open to public inspection at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

A copy may be obtained at: The Urban Group, Inc c/o FLL Field Office, 200 East Dania Beach Blvd, Dania Beach, FL 33004 for a charge of Eighty Dollars ($80.00) per manual, payable by cash or check. Contact Diane Carter 954-924-2224 or dcarter@fllsoundinsulation.com

Make checks payable to: The Urban Group, Inc

☐ Refundable ☒ Nonrefundable

[If refundable, state conditions.]

Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount. A Performance Bond and a Payment Bond each in an amount equal to one hundred percent (100%) of the Contract amount or an alternative form of security permitted by the County Procurement Code, must be submitted by the successful Bidder within fifteen (15) calendar days after notification of award.

The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw its bid for a period of one hundred and twenty (120) days after the actual date of opening thereof.

☐ Broward County Ordinance No. 83-72 providing for payment of prevailing wage rates and fringe benefits is applicable to this Project and must be complied with if this bid is Two Hundred Fifty Thousand Dollars ($250,000.00) or more.

☒ Federal Davis-Bacon Wage Rates are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate.
PROJECT MANUAL FOR Residential Sound Insulation Pilot Program.

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BID/CONTRACT NO. _N0873604C1

1. BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS
   Ken Keechl (Mayor),
   Sue N. Gunzburger (Vice-Mayor),
   Kristin D. Jacobs,
   Albert C. Jones,
   Ilene Lieberman,
   Stacy Ritter
   John E. Rodstrom, Jr.,
   and Lois Wexler;
   Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

2. CONTRACT ADMINISTRATOR, Jamie McCluskie, Director Planning Division, Airport Development
   Ft Lauderdale-Hollywood International Airport, 100 Aviation Boulevard, Ft Lauderdale, FL 33315
   PHONE NO. of Noise Mitigation Officer: Jacques Beaumier- 954-359-1215

3. DIRECTOR OF ACCOUNTING, MARY O’DONNELL (Acting),
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301.
   PHONE NO. 954-357-7193

4. DIRECTOR OF PURCHASING, BRENDA J. BILLINGSLEY
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301.
   PHONE NO. 954-357-6070
5. **DIRECTOR OF OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT, NORMAN E TAYLOR**
   115 S. Andrews Avenue, Room A680, Ft Lauderdale, FL 33301.
   PHONE NO. 954-357-6155

6. **CONSULTANT:** The Urban Group, Inc c/o FLL Field Office,
   200 East Dania Beach Blvd, Dania Beach, FL 33004
   Diane Carter 954-924-2224 or
dcarter@fllsoundinsulation.com

7. **NOISE MITIGATION OFFICER:** Jacques Beaumier
   Broward County Aviation Department
   100 Aviation Blvd, Ft Lauderdale, FL 33315
   jbeaumier@broward.org
   PHONE NO. 954-359-1215

8. **PURCHASING AGENT:** Connie Mangan
   115 S. Andrews Avenue, Room 203, Ft Lauderdale, FL 33301.
   cmangan@broward.org
   PHONE NO. 954-357-6336

   OR

   **PURCHASING AGENT:** Michal Durden, at
   Broward County Aviation Department
   100 Aviation Blvd, Ft Lauderdale, FL 33315
   mdurden@broward.org
   PHONE NO. 954-359-1027
00100 GENERAL INSTRUCTIONS TO BIDDERS:

1. **General:** The following instructions and those set forth in Section 00300 herein are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions. Bidders shall note that various paragraphs within these bid documents have a □ box which may be checked. If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents.

2. **Scope of Work:** The Work set forth within these bid documents for the Residential Sound Insulation Pilot Program include the installation of acoustical materials designed to reduce interior noise levels in residential homes located in close proximity to Fort Lauderdale - Hollywood International Airport. This work consists of sound insulation measures including, but not limited, to the following:
   - Selective demolition
   - Windows
   - Exterior and interior doors and door assemblies
   - Weather stripping and sealant
   - Insulation
   - Drywall
   - Painting
   - Cooling and heating systems, with related ductwork and electrical work

The objective of the work is to achieve quantitative noise reductions in the included parcels affected by aircraft operations. The work provides for the improvement in the sound reduction of openings in the exterior envelope of each parcel using known systems and workmanship. An agent of the program sponsor has conducted pre-construction acoustical testing and will conduct post-construction acoustical testing. This testing is used to determine whether the program is achieving the noise reduction goals.

3. **Location of Work:**
   Residential homes located in the City of Dania Beach.

4. **Abbreviations and Symbols:** The abbreviations used throughout the Contract Documents are defined hereinafter in the Technical Specifications. The symbols used in the Plans are defined therein.

5. **BIDDING PREFERENCES:** (do not apply due to Federal Funding)
6. **Battery Disposal:** In accordance with Florida 1993 Solid Waste Act, the manufacturer of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries purchased by the COUNTY. The COUNTY shall not be liable for any cost associated with the reclamation and disposal of such batteries.

7. **Dunn & Bradstreet Report Requirement:** The submittal of a Dun & Bradstreet Report(s) (D&B Report) MAY be necessary for this bid as a condition for award. If required, the Contractor should have the D&B Report submitted to the County within ten (10) days of the County's request. The Contract Administrator for this project will determine the need for and the type(s) of D&B Report as soon as possible after bid opening. IF IMPLEMENTED, the cost for the D&B Report will be paid for by the County as a pass thru cost (no mark up will be allowed and invoice verification of cost will be required).

For any further information you require, please contact Dun & Bradstreet at:

- Phone: 800-234-3867
- Fax: 610-807-1075

8. **CONE OF SILENCE ORDINANCE:**

At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.

This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
DEFINITIONS: (Sections struck through are superseded by FAA definitions located in FAA Advisory Circular/General Provisions - Sections as marked are located in this document).

1. Definitions: Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:

1.1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative. -- Section 10-09.

1.2. Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.

1.3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work. -- Section 10-12.

1.4. CONSULTANT: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.

1.5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages. -- Section 10-13.

1.6. Contract Administrator: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.

1.7. Contract Documents: The Project Manual including drawings (plans) and specifications, the Notice for Bids, Addenda, if any, to the Project Manual, the Bid Tender Form, the record of the award by the Board, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, deviations, Provisions Pertaining to Airport Projects, FAA General Provisions, and any additional documents the submission of which is required by this Project Manual, are the documents which are collectively referred to as the Contract Documents.

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

1.9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
1.10. **CONTRACTOR**: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR. Section 10-16.

1.11. **COUNTY or Owner**: Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. 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.

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

1.13. **Final Completion**: The date certified by CONSULTANT in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents. Section 50-15.

1.14. **Materials**: Materials incorporated in this Project, or used or consumed in the performance of the Work. Section 10-29.

1.15. **Notice(s) to Proceed**: Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents. Section 10-30.

1.16. **Plans and/or Drawings**: The official graphic representations of this Project which are a part of the Project Manual. Section 10-35.

1.17. **Project**: The construction project described in the Contract Documents, including the Work described therein. Section 10-36.

1.18. **Project Initiation Date**: The date upon which the Contract Time commences.
1.19. **Project Manual**: The official documents setting forth bidding information and requirements; contract form, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

1.20. **Resident Project Representative**: An authorized representative of CONSULTANT assigned to represent CONSULTANT on the Project. See Section 10-18.

1.21. **Subcontractor**: A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.22. **Substantial Completion**: That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. See also Section 50-14.

1.23. **Surety**: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes. See Section 10-46.

1.24. **Work**: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project. See Section 10-48.
INSTRUCTIONS TO BIDDERS: See also Section 20 of FAA General Provisions.

1. Examination of Contract Documents: It is the responsibility of each Bidder before submitting a Bid, to:

1.1. Examine the Contract Documents thoroughly;

1.2. Become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;

1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;

1.4. Study and carefully correlate Bidder's observations with the Contract Documents; and

1.5. Carefully review the Contract Documents and notify CONSULTANT of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

1.6 The Bidder shall not visit or physically inspect the individual properties listed in this bid package. All existing conditions and information needed to determine an bid amount have been documented in the bid documents including individual project plans. The Contract value shall be determined solely from these specifications. If a BIDDER requires additional information or clarification it should be submitted in writing to The Urban Group Inc, and copy the Project Manager and the Purchasing Agent.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. Pre-Bid Interpretations: Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to CONSULTANT in writing. Interpretations or clarifications considered necessary by CONSULTANT in response to such questions will be issued by COUNTY by means of Addenda mailed or delivered to all parties recorded by CONSULTANT as having received the Bidding Documents. Written questions should be received no less than fourteen (14) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of COUNTY or
CONSULTANT to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. Submission of Sealed Bids: All bids must be received at the Office of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. The original Bid Form must be signed, preferably in blue ink, and should include one (1) photocopies and one compact disk (CD) of the executed, scanned bid document in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

4. Printed Form of Bid: All bids must be made upon the blank Bid/Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

5. Bid Guaranty: All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 5, General Conditions or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 00410), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond and Payment Bond and evidence of required insurance within seven (7) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond, Payment Bond and Certificate(s) of Insurance, within seven (7) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY's Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

6. Acceptance or Rejection of Bids: COUNTY reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the
Contract Price before the expiration of one hundred and twenty days (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners.

7. **Determination of Award**: Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates as COUNTY determines to be in its own best interests. In the determination of the lowest bid, County reserves the right to provide for a local preference in accordance with Ordinance No. 92-11 or a domestic partnership benefits preference in accordance with Section 16 ½-157, Broward County Code. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.

8. **Evaluation**: An interim performance evaluation of the successful CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful CONTRACTOR for future bids with the COUNTY.

9. **Contract Price**: The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.

10. **Postponement of Date for Presenting and Opening of Bids**: COUNTY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) days written notice of any such postponement to each prospective Bidder.

11. **Qualifications of Bidders**: Bids shall be considered only from firms which have successfully completed within the last ten (10) years a minimum of five (5) previous projects similar in material, design, size and scope to this Project with a record of successful in-service performance. Bidder must be familiar with special
requirements indicated; has complied with requirements of authorities having jurisdiction normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY.

In determining a Bidder's responsibility and ability to perform the Contract, COUNTY has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

12. Addenda and Modifications: COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Project Manual. Bidder shall be responsible for obtaining, reviewing and executing addenda. Bidder shall be responsible for notifying COUNTY of any issues in each addenda prior to submittal of bid response.

13. Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars ($250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision, a copy is attached hereto.)

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

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

14.2. The hazards or other risks in the use of the toxic substance, including:

14.2.1. The potential for fire, explosion, corrosion, and reaction;

14.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

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

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

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

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

15. Environmental Regulations: Pursuant to the Broward County Procurement Code, COUNTY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of COUNTY. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify COUNTY immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.

16. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, COUNTY, through CONSULTANT, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of CONSULTANT, equal in substance, quality, and function.

17. Protested Solicitation and Award: Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies.

18. False Claims: In accordance with the County's False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful bidder must
maintain, as a condition precedent to submitting a claim against the County, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
00320. PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES (DBE)

1. **Project Funding:** This Project is funded in part by one or more grants from an operating agency of the United States Department of Transportation, the:

   [ X ] Federal Aviation Administration: Preapplication (submitted and pending)

   [  ] Florida Department of Transportation


The contractor and/or subcontractor agree that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contractor or such other remedy as Broward County may deem appropriate.

Since this project is funded at least in part using FAA funds, it is the policy of Broward County to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as subcontractors and suppliers.

Broward County fully supports the federal government’s Disadvantaged Business Enterprises Program.

In accordance with the County DBE Plan, this Project:

[ X] Has been assigned a DBE goal of **13.5%**. Bidders must comply with Sections below:

2. **DBE Program Requirements (Goal Attained)** In order for the Bidder to be considered responsive and further considered for award, the bidder must submit with the proposal at bid time the following:

   A. Schedule of DBE Participation Plan (Form);
   B. Letter(s) of Intent (Affidavit) executed by all DBE’s the bidder intends to utilize on the Project; and
   C. DBE Unavailability Report (Form) indicating the DBE firms solicited to participate but were unavailable, or not considered for qualified reasons. (If applicable)
3. DBE Program Requirements (Goal Not Attained): In order for the Bidder to be considered responsive and further considered for award when the goal is not met, the bidder must submit with the proposal at bid time the following:

A. Evidence of Good Faith Effort which includes but is not limited to:

- Attendance at the project pre-bid meeting.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner (7 - 10 days prior to bid date) to assist them in responding to a solicitation.
- Efforts to assist the interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance services.
- Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide assistance to DBE in obtaining bonding or insurance required by the Bidder or COUNTY.

B. A Good Faith Effort report explains the Bidder's actions to obtain DBE participation. The report shall include the following: (1) A detailed statement of the timely efforts made to negotiate with DBEs including at a minimum the names, addresses, and telephone numbers of DBEs who were invited to bid or otherwise contacted; a description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with DBE, if needed to meet the stated goal, were not reached; (2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal; (3) As to each DBE which bid on a subcontract but which the Bidder considers to be unqualified, a detailed statement of the reasons for the Bidder's conclusion; and (4) As to each DBE invited to bid, but which the Bidder considers to be unavailable because of a lack of bid response or the submission of a bid which was not the low responsive bid, noted as such on an Unavailability Certificate signed by the Bidder.

If the OESBD determines that a Bidder has failed to make the good faith efforts required herein, the Bidder shall be entitled to seek administrative reconsideration by a hearing officer or such other person as may be
designated by the County Administrator who did not participate in the original decision, and to submit written documentation or argument concerning the issue of whether the Bidder met the goal or made good faith efforts to do so.

C. In the event you are the apparent low bidder, by accepting award of this Project, you agree to enter into a binding written contract with each DBE included in your Schedule of DBE Participation for substantially the scope of work set forth in the Letter of Intent executed by such DBE.

4. Provisions applicable to all Contracts:

   A. After approval of a Schedule of DBE Participation, you must obtain approval by the OESBD to add/change DBE subcontractors.

   B. Each DBE listed on the Schedule of DBE Participation must be certified as a DBE in order for the value of its work to be counted towards achievement of the goal for this contract. Any DBE which does not already have a DBE Identification Affidavit certifying their DBE status on file with the OESBD should file an application for certification within ten (10) calendar days prior to bid opening in order to allow sufficient time to complete the certification process prior to bid. In the event that the DBE is not certified by the OESBD, the Contractor must select a DBE firm from the directory maintained by the OESBD.

   C. A responsive low bid of a Bidder, who is otherwise responsible, will not be rejected because the DBE goals cannot be met, if the Bidder complies with the requirements set forth within Section 4 above. Failure to meet the goal or to comply with the requirements of Section 4 will result in the rejection of the bid.

   D. The degree of DBE participation shall be calculated as follows, provided the DBE is performing a commercially-useful function, as defined above:

   • A joint venture, consisting of minority and majority business enterprises functioning as a prime contractor, will be credited with minority participation on the basis of the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.

   • DBE prime contractors will be credited with minority participation for that portion of the Contract which they perform and that portion subcontracted to minority firms. (For example, if a DBE contractor proposed to perform fifty percent (50%) of a project quoted at $500,000.00 and subcontracts twenty-five percent (25%) to a majority firm and twenty-five percent (25%) to a minority firm, minority participation will be credited at seventy-five percent (75%) or $375,000.00.) Bidder shall indicate percentages on the DBE Schedule of Participation.
The Bidder may count toward its DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, as follows:

If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies shall count toward the goal.

If the materials or supplies are purchased from a DBE regular dealer, 60% of the cost of the materials or supplies shall count toward the goal.

For the purpose of this paragraph, the following definitions and criteria apply:

- A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as described above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

- Packagers, brokers, manufacturers' representatives or other persons who arrange or expedite transactions are not regular dealers within the meaning of paragraph b., above.

- With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required a job site shall be counted toward the goal, provided such fees are reasonable and not excessive. However, no portion of the actual cost of the material or supplies themselves shall be counted toward the goal.
E. Certain projects may include alternate bid item(s) for which a Bidder is required to submit a bid and for which COUNTY reserves the right to award after bid opening. In such instances that COUNTY chooses to exercise the right to award alternate bid item(s), DBE goals shall apply to the alternate bid item(s) to be awarded. Prior to award, the successful Bidder shall submit to COUNTY all forms required by the DBE Notice as applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms after OESBD recommends award shall result in the Bidder being deemed non-responsible and the bid shall be rejected.

F. COUNTY shall review each proposed Change Order that, by itself or aggregated with previous Change Order requests, increases the Contract Price by ten percent (10%) of the initial Contract Price or Fifty Thousand Dollars ($50,000.00), whichever is less, for opportunities to include or increase participation of DBE already involved in the Contract. The successful Bidder shall demonstrate that it makes good faith efforts to include DBE participation in Change Order work and shall report such efforts to the OESBD.

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

H. Nothing herein shall be construed to require a prime contractor to award a subcontract to a DBE if the DBE did not submit the lowest responsive bid. Nothing herein shall be construed to indicate that a higher level of DBE involvement above the stated goal in a solicitation will give that Bidder the right of award over other Bidders who have met the DBE goal or fully justified that they had made all reasonable efforts to do so.

I. Any Bidder on this Contract is prohibited from entering into any agreement with any DBE whereby the DBE cannot offer its services to other Bidders on this Project.

J. All forms referenced in this Section 00320 are either included in these bid documents following this Section or available upon request by contacting OESBD.

5. Contract Assurances: The following clauses pertaining to compliance with 49 C.F.R. Part 26 shall become a part of your Contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of these Contract Documents, the clauses set forth in this Section 00320 shall control:
Nondiscrimination; Remedies - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Participation by DBEs - It is the policy of Broward County that DBE firms, as defined herein, shall have the maximum opportunity to participate in the performance of this contract and other contracts funded in whole or in part by the FAA, FHWA, or FDOT. The Contractor hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this Section 00320, in accordance with 49 C.F.R. Part 26, as amended, to ensure that the DBE firms have the maximum opportunity to compete for and perform contracts.

Prompt Payment - The Contractor hereby agrees to pay its subcontractors and suppliers within ten (10) days following receipt of payment from the County. Contractor further agrees, if Contractor has withheld retainage from its subcontractors, to release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from the County, or within subcontractors.

A finding of nonpayment to subcontractors and suppliers is a material breach of this contract. Broward County may, at its option, withhold appropriate payments and make direct payments to subcontractor(s) to the extent necessary to ensure compliance with this provision. Should this enforcement action occur, Contractor hereby waives any and all claims for nonpayment or other breach of this Contract it may have against the County associated with such direct payment to a subcontractor. The Contract Administrator shall release retainage to the Contractor to the extent necessary for Contractor to comply with this prompt payment obligation, provided the Contractor: (a) separately requests such release of retainage; (b) certifies to County that the requested release of retainage to the subcontractor is required by this provision; (c) obtains the consent of the surety; and (d) provides evidence within ten (10) calendar days following payment of such retainage to the Contractor that such amount was paid to the proper subcontractor or supplier. Release of retainage by County pursuant to this provision shall not constitute acceptance by the County of any of the Work. The presence of a pay when paid provision in a contract shall not preclude Broward County's inquiry into allegations of non-payment. The remedies above shall not be employed when the Contractor certifies that it has a bonafide dispute with a subcontractor that has resulted in nonpayment to the subcontractor or supplier; the Contractor includes in the certification a description of the nature and amount of the dispute; and, the Contractor establishes in the certification a time period in which Contractor intends to
resolve the dispute and report the results to the County. The Contractor shall include the foregoing prompt payment language in all of its contracts with subcontractors who participate on federally funded county projects. Designated Staff of the OESBD will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

6. **Contract Compliance Monitoring**

Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County's Business Opportunity Act of 2004, Ordinance 2004-07. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. The Small Business Development Division shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general contractors and subcontractors.

CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE subcontractors.

CONTRACTOR agrees to submit a monthly utilization report to the County's using department project manager, with a copy to the Office of Economic and Small Business Development, on DBE participation, which shall contain a record of payments made to its DBE subcontractors during the current reporting period.

CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage.

The State of Florida Department of Transportation (FDOT) and the Office of Economic and Small Business Development maintain a directory of certified DBE firms which is available to bidders.

A comprehensive listing of certified DBE Directory by Florida Department of Transportation (FDOT) can be viewed at the following Unified Certification Program (UCP) Website – [https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp](https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp).

Contact the Office of Economic and Small Business Development at (954) 357-6155 for more information.

Each DBE listed on the Schedule of DBE Participation must be certified by bid submittal as DBE in order to be eligible for award.
# SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

<table>
<thead>
<tr>
<th>BHORU #</th>
<th>NOFL12008</th>
<th>PROJECT LOCATION: Broward County</th>
<th>DATE FORM SUBMITTED: 1/27/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME:</td>
<td></td>
<td>PROJECT START DATE:</td>
<td>N/A</td>
</tr>
<tr>
<td>PRIME CONTRACTOR:</td>
<td></td>
<td>ADDRESS: 37 ALFRED STREET WINTER HAVEN, FL 33880</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
<td>TELEPHONE #:</td>
<td>(813) 461-7895</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Type of Work To Be Performed</th>
<th>Sub-Contract Amount or Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREEZY Cooling CHAD WELLS ELECTRICAL</td>
<td>HVAC</td>
<td>$26,200 (10.21%)</td>
</tr>
<tr>
<td></td>
<td>ELECTRICAL</td>
<td>$2,8300 (13.11%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total DBE participation</th>
<th>Total prime contract amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$114,300 (43.6%)</td>
<td>$840,000</td>
</tr>
</tbody>
</table>

The statement of each subcontractor is a representation by the subcontractor to Broward County that such DBE has been contacted and properly approved of the upcoming County project. Subcontractors are advised that the information contained herein is subject to verification by the Office of Economic and Small Business Development, and that submission of such information is an assertion of its accuracy, per the requirements of the Office of Economic and Small Business Development Program.

I certify that the above information is true to the best of my knowledge.

[Signatures]

Joseph Wuthrich
President

Date: 11/27/10

This document must be provided with the submittals and signed by the person signing the submission.
LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): macOSHIBU KIVANDAMEN CORP.

Firm Address: 33 AIRSO SOFT WANNICK R 02869

Project Description: RESIDENTIAL SOUND INSULATION

In response to Broward County's RLI/Bid No. A2P 38008 9087340461, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: Charles D. BELLNER ELECTRICAL SERVICES, Inc

Address of DBE Firm: 2960 MCLAUSA D2, W. Palm Beach, FL 33406

Expiration of DBE Certification: 3/1/11

Projected DBE Work Assignment (description of work assignment): ELECTRICAL

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 28.200%  (3.4%) (Dollar Amt. or Percentage %)

(Signature of Owner of Authorized Rep. Prime) 

(Date)

Print Name (owner or authorized Rep. Prime): JOSEPH W. GIRARD

Subscribed and sworn to before me this 26th day of October 2010

Notary's Signature: [Signature]

Notary Seal: [Stamp]

ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM

The undersigned intends to perform work in connection with the above Contract as (check one)

an individual _____ a partnership ____ a corporation _____ a joint venture. The undersigned agrees with the prime contractors/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature of Owner or Authorized Rep. DBE] 

(Date)

Print Name (owner or authorized Rep. DBE): CHARLES D. BELLNER

Subscribed and sworn to before me this 25th day of OCTOBER 2010

Notary's Signature: [Signature]

Notary Seal: [Stamp]

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 38008
LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): BREEZY COOL AIR CONDITIONING, INC

Firm Address: 10 Linton Blvd 206-E Delray Beach, FL 33484

Project Description: RESIDENTIAL SOUND INSULATION

In response to Broward County's RLI/Bid No. CFA:008 10697310481, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: BREEZY COOL AIR CONDITIONING, INC

Address of DBE Firm: 10 Linton Blvd 206-E Delray Beach, FL 33484

Expiration of DBE Certification: 08/15/11

Projected DBE Work Assignment (description of work assignment): HVAC

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 10.29%

(Dollar Amt. or Percentage %)

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

Print Name (owner or authorized Rep. Prime): JOSEPH WEICH, PRESIDENT

Print Name (owner or authorized Rep. DBE): JACQUE ROUSSEAU

Subscribed and sworn to before me this day of October 2007

Notary’s Signature: ____________________________ Notary Seal: ____________________________

(Acknowledgement by the Proposed DBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one)

an individual partnership a corporation a joint venture. The undersigned agrees with the prime contractor’s consultant’s proposal and further certifies that all information provided herein is true and correct.

Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): JACQUE ROUSSEAU

Subscribed and sworn to before me this day of October 2010

Notary’s Signature: ____________________________ Notary Seal: ____________________________

MARSHA GRAHAM
Notary Public, State of Florida
Commissionee EE 8973
My comm. expires July 1, 2014

MARSHA GRAHAM
Notary Public, State of Florida
Commissionee EE 8973
My comm. expires July 1, 2014

CAF#170 FAA (01-02-10) Residential Sound Insulation Pilot 3800B
DBE
UNAVAILABILITY REPORT

RL/BID NO. 562501-3800B FAA RFP FALL 2010-8

NAME OF PRIME: 33 FL 4550 STREET SWEET 33 02859

ADDRESS: (NAME OF PRIME) (TELEPHONE NO.)

The undersigned representative of the Prime personally appeared before the undersigned officer authorized to
administer oaths who after being duly sworn states that the undersigned has contacted the DBEs listed below and
that said DBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that
the following information regarding DBE sub concessionaires/contractors is true and correct to the best of his/her
knowledge:

1. The following DBE were invited to bid subcontract work, but were not available to work. (Attach list if
necessary.)

   Name
   N/A

2. The following DBE were invited to bid subcontract work, but did not respond to the invitation. (Attach list
if necessary.)

   Name
   N/A

3. The following DBE submitted bids which were not the low acceptable bids. (Attach list if necessary.)

   Name
   N/A

If you did not get any responses to your solicitation of DBE, please detail your efforts to recruit eligible firms, i.e.,
advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents
such as newspaper ads, phone lists, mailing list, etc.

Signature:

Title:

Date:

OESBD Compliance Form DBEUR F2010
DBE DIRECTORY

A comprehensive listing of certified DBE Directory by Florida Department of Transportation (FDOT) can be viewed at the following Unified Certification Program (UCP) website –


(Remainder of page intentionally left blank)
The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security permitted by COUNTY Procurement Code, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that
any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two (2) years from doing business with COUNTY; except as stated below:

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

- A005 1 September 29, 2010
- A005 2 October 5, 2010
- A005 17 January 22, 2010
- A005 3 November 15, 2010

Attached is a Bid Bond [ ], Cash [ ], Money Order [ ], Unconditional Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], or Certified Check [ ]

No. Bank of ________________________________ for the sum of ________________________________ Dollars ($_______).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: ________________________________
City/State/Zip: ________________________________
Telephone No.: ________________________________
Federal I.D. No.: ________________________________
Dun and Bradstreet No.: ________________________________

(CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B)
If a partnership, names and addresses of partners:

N/A

(Sign below if not incorporated)

WITNESSES: (Type or Print Name of Bidder)

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: (Type or Print Name of Corporation)

Incorporated under the laws of the State of: RIDGEFIELD
COUNTY LICENSES, PERMITS, AND FEES:

Pursuant to the Public Bid Disclosure Act, each license, permit or fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees \textbf{REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY} by virtue of this construction as part of the Contract is as follows:

BROWARD COUNTY AVIATION DEPARTMENT WILL PAY FOR ALL LICENSES, PERMITS, AND FEES FOR ALL AGENCIES OF THE BROWARD COUNTY COMMISSIONERS. DO NOT INCLUDE ANY CHARGES FOR ANY OF THESE LICENSES, PERMITS OR FEES IN YOUR BID PRICE.

[ X ] If checked off, the following paragraph is applicable for this Contract:

All Persons providing services or working at any privately owned property pursuant to this contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services. (See Exhibit D and E attached)

\textbf{PRIME CONTRACTOR AND ALL SUB-CONTRACTORS ARE MONITORILY RESPONSIBLE FOR THEIR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUIREMENT.}

LICENSES, PERMITS AND FEES WHICH MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.
Cost for compliance to all Federal and State requirements of the Trench Safety Act*

*NOTE: If the brackets are checked or marked, the Bidder must fill out the Trench Safety Act sheet, Section 00540, to be considered responsive.

Supply all Labor, Materials, Equipment, & Supplies necessary in accordance with Specifications and Drawings.

G100-1 Performance and Payment Guaranty and Insurance*  
Price Per Lump Sum 1LS $11800

G100-2 Mobilization  
1LS $2500

* The Performance and Payment Guaranty and Insurance (Pay Item G100-1) price bid each is not to exceed 3% of the total amount. The 3% ceiling for Pay Items G100-1 is not a reflection of responsiveness; it is only the instruction on the maximum amount the County will pay for this item. Any amount in excess of 3% for Pay Items G100-1 will be moved into Pay Item G100-2; however, the total bid amount will not change.

Insurance Certificate must be project specific. Documentation of actual cost for bonding and insurance for this project from your carrier must be supplied with first request for payment for reimbursement by County.

Allowance Items: G100-3, G100-4-1 and G100-4-2
Allowance Pay Items are not intended to be profit items and will be reimbursed with evidence of a submitted invoice. Any allowance amounts not used at the time the Contract is completed shall be reconciled at the completion of the project and deleted from the contract by change order.

G100-3 Pass thru allowance for permitting – City of Dania 1LS $30000.00

G100-4-1 Security Alarm System allowances 53 @ $45.00 each 1LS $2385.00

G100-4-2 Security Alarm System allowances 4 @ $85.00 each 1LS $340.00

(Per Specification 2100 and 2200 3.01A and B and quoted by existing Security Alarm companies)

G100-5 Residential Sound Insulation Pilot Program per plans and specifications:

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Property Address</th>
<th>Lump Sum Bid Price $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 1425 Properties LLC</td>
<td>1425 NW 10 Street Unit 1</td>
<td>$17820</td>
</tr>
<tr>
<td>2 - 1425 Properties LLC</td>
<td>1425 NW 10 Street Unit 2</td>
<td>$18280</td>
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<td>3 - 1425 Properties LLC</td>
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<td>4 - 1425 Properties LLC</td>
<td>1425 NW 10 Street Unit 4</td>
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<tr>
<td>5 - Alvis, Veronica M</td>
<td>1301 NW 10 Street</td>
<td>$23060</td>
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<tr>
<td>6 - Alvis, Veronica M</td>
<td>1303 NW 10 Street</td>
<td>$21880</td>
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<tr>
<td>7 - Anzalone Rev Trust</td>
<td>1401 NW 10 Street Unit 1</td>
<td>$21680</td>
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<tr>
<td>8 - Anzalone Rev Trust</td>
<td>1401 NW 10 Street Unit 2</td>
<td>$23980</td>
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<tr>
<td>9 - Brito, Alex</td>
<td>1205 NW 10 Street Unit 2</td>
<td>$23080</td>
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<tr>
<td>10 - Brito, Alex</td>
<td>1205 NW 10 Street Unit 1</td>
<td>$29180</td>
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</table>

Company/Bidder Name: [Redacted]

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
00407 **SCHEDULE OF PRICES BID (Bid Pack 3800-B continued)**

**G100-5 Residential Sound Insulation Pilot Program per plans and specifications (continued):**

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Property Address</th>
<th>Lump Sum Bid Price $</th>
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</thead>
<tbody>
<tr>
<td>11 - Cerebral Palsy Adult Home Inc.</td>
<td>1405 NW 10 Street Unit 1</td>
<td>$32,680</td>
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<tr>
<td>12 - Cerebral Palsy Adult Home Inc.</td>
<td>1405 NW 10 Street Unit 2</td>
<td>$35,840</td>
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<tr>
<td>13 - Deffenbaugh, Clay B</td>
<td>846 NW 12 Avenue</td>
<td>$36,780</td>
</tr>
<tr>
<td>14 - Donnelly, Clarence E</td>
<td>1317 NW 10 Street</td>
<td>$28,580</td>
</tr>
<tr>
<td>15 - Gameau, Roger</td>
<td>1313 NW 10 Street</td>
<td>$27,680</td>
</tr>
<tr>
<td>16 - Hentschel, Rosemarie</td>
<td>830 NW 13 Avenue Unit 1</td>
<td>$29,980</td>
</tr>
<tr>
<td>17 - Hentschel, Rosemarie</td>
<td>830 NW 13 Avenue Unit 2</td>
<td>$45,280</td>
</tr>
<tr>
<td>18 - Iacino, Clifford J</td>
<td>826 NW 13 Ave Unit 1</td>
<td>$29,980</td>
</tr>
<tr>
<td>19 - Iacino, Clifford J</td>
<td>826 NW 13 Ave Unit 2</td>
<td>$29,980</td>
</tr>
<tr>
<td>20 - Jiampetti, James F</td>
<td>1333 NW 10 Street</td>
<td>$27,900</td>
</tr>
<tr>
<td>21 - London, Lawrence</td>
<td>1321 NW 10 Street</td>
<td>$43,800</td>
</tr>
<tr>
<td>22 - Nelson, William E</td>
<td>829 NW 13 Avenue</td>
<td>$29,180</td>
</tr>
<tr>
<td>23 - Nelson, William E</td>
<td>831 NW 13 Avenue</td>
<td>$28,780</td>
</tr>
<tr>
<td>24 - Shelley Rev. Trust</td>
<td>1305 NW 10 Street</td>
<td>$43,680</td>
</tr>
<tr>
<td>25 - Stanish, Alan and Karen</td>
<td>846 NW 10 Ave</td>
<td>$33,800</td>
</tr>
<tr>
<td>26 - Woolard, Lee E</td>
<td>1325 NW 10 Street</td>
<td>$32,780</td>
</tr>
</tbody>
</table>

Subtotal G100-5 (total of 1 thru 26 above) $770,275

Total Bid Amount Items G100-1 to G100-5 $840,000

Note: Any FPL rebates for HVAC units (if available) will become property of Broward County and will be deducted from Prime Contractor invoice/final payment. Bidder should not consider rebate as part of the bid amount. (See Section 15800 Air Conditioning of Technical Specifications for requirements.)

**Contingent Bid Items: G100-6-1 thru G100-6-3 and G100-7-1 thru G100-7-3**

The following contingent prices must be bid in order for your bid to be considered responsive. These contingent prices will be used if required for unforeseen conditions once work has started and will be affected by a change order. The contingent prices will not be considered as a basis for award; however, unbalanced prices may be reason for rejection of bid. The work under these pay items includes providing all labor, materials, equipment and incidentals necessary to perform all work in each pay item. Mobilization / demobilization are included in each pay item and no separate payment will be made. Each area of work is to be restored to match surrounding conditions at the completion of the work. No additional compensation will be provided.

G 100-6-1 Lead Paint Remediation (5 work days, 40 hours) @ $6.35 per hour
G 100-6-2 Lead Paint Remediation (1 work day, 8 hours) @ $8.25 per hour
G 100-6-3 Lead Paint Remediation (1/2 work day, 4 hours) @ $8.25 per hour
(Per Specification 2100-3.01C and 2200-3.01 C and D)
G100-7-1 Asbestos floor tile abatement @ $5.50 per square foot
G100-7-2 Asbestos pipe wrap abatement @ $1.10 per linear foot
G100-7-3 Asbestos caulking abatement @ $1.70 per linear foot
(Per Specification 2200-3.01E,Fand G)

Company/Bidder Name: [Company/Bidder Name]

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
BID GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue
Issuing Bank’s No.

Beneficiary:
Broward County through its
Board of County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: ________ in United States Funds
Expiry: (Date)

Bid/Contract Number

We hereby authorize you to draw on__________________
(Bank, Issuer name)
at ____________________________
(branch address)
of______________________________________
(contractor, applicant, customer)
up to an aggregate amount, in United States Funds, of ________
available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or the
Administrator’s authorized representative, that the drawing is due to default in
performance of obligations on the part of ____________________________
(contractor, applicant, customer) agreed upon by and
between Broward County and ____________________________
(contractor, applicant, customer)
pursuant to the Bid/Contract No. ________ for ____________________________
(name of project)

Drafts must be drawn and negotiated not later than _____________
(expiration date)

Drafts must bear the clause: “Drawn under Letter of Credit No. ________
of ____________________________ dated ____________.”

(Bank name)

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

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

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the ___________________________ (contractor, applicant, customer) shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature
SUPPLEMENT TO BID/TENDER FORM:

This completed form should be submitted with the bid, however, any additional information not included in the submitted form as determined in the sole discretion of the county, shall be submitted within five (5) working days of the county's request.

QUESTIONNAIRE

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications, or registrations specified in Section 00510?

<table>
<thead>
<tr>
<th>License/Certification/Registration</th>
<th># Years</th>
<th>License/Certification/Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>#16709427 CACCOAL CONTRACT</td>
<td>3 yrs</td>
<td>1/1/10</td>
<td>1/1/10</td>
</tr>
<tr>
<td>#16709442 CACCOAL CONTRACT</td>
<td>3 yrs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#16709445 CACCOAL CONTRACT</td>
<td>11/3/09</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1A. What business are you in? GENERAL CONTRACTOR-SPECIALIZE IN SOUND INSULATION PROJECTS

2. What is the last project of this nature that you have completed?

BOUPPORTAGE UC RESIDENTIAL SOUND INSULATION

3. Have you ever failed to complete any work awarded to you? If so, where and why?

N/A

3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

N/A

4. Give names, addresses, and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF OWNER &amp; PROJECT</th>
<th>TOTAL CONTRACT VALUE</th>
<th>DATE OF COMPLETION</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(name) (address) (phone #)</td>
<td>(name) (address) (phone #)</td>
<td>(name) (address) (phone #)</td>
<td></td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

David Reuss reviewed all plans & specs
site visit was NOT issued

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

Charles Deloney - Electrical
Bessie Cole, Min - HVAC

- 36 -
CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
<table>
<thead>
<tr>
<th>Project Name/Type</th>
<th>Sub/Prime</th>
<th>Project Description/Class of Work (28)</th>
<th>Location of Work</th>
<th>Owner Name &amp; Address</th>
<th>Architect/General Contractors Name &amp; Address</th>
<th>Contract Amount</th>
<th>Amount of Work Completed to Date</th>
<th>Amount Remaining on Contract %</th>
<th>Estimated Date of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulfport Phase 4C</td>
<td>P</td>
<td>Residential Sound Insulation</td>
<td>Gulfport, MS</td>
<td>Gulfport-Biloxi Reg Airport Authority 14335 Airport Road Gulfport, MS 39503 Bruce Fralic (228)863-5951</td>
<td>W.D. Schock Company, Inc. 360 Pass Road Gulfport, MS 39507 Tom Grier (228) 575-3444</td>
<td>$484,693.00</td>
<td>$443,879.00</td>
<td>$40,814.00</td>
<td>92%</td>
</tr>
<tr>
<td>Great Falls Pilot</td>
<td>P</td>
<td>Residential Sound Insulation</td>
<td>Great Falls, MT</td>
<td>Great Falls International Airport 2800 Terminal Drive Great Falls, MT 59404</td>
<td>Stelling Engineers, Inc. 614 Park Drive South Great Falls, MT 59405 Michael Beckoff (406) 452-8600</td>
<td>$537,500.00</td>
<td>$17,722.00</td>
<td>$519,778.00</td>
<td>3%</td>
</tr>
<tr>
<td>Pease - Group 4</td>
<td>P</td>
<td>Residential Sound Insulation</td>
<td>Portsmouth, NH</td>
<td>Pease Development Authority Pease International Tradeport 360 Corporate Drive Portsmouth, NH 03801 Amber Goodspeed (603) 427-2836</td>
<td>Hoyle, Tanner &amp; Associates 150 Dow Street Manchester, NH 03101 Woody Wilson (603) 669-5555</td>
<td>$563,000.00</td>
<td>$154,789.00</td>
<td>$408,211.00</td>
<td>0%</td>
</tr>
<tr>
<td>Phil, City of -PFL1402 C4-Bid #6920</td>
<td>P</td>
<td>Residential Sound Insulation</td>
<td>Philadelphia, PA</td>
<td>Philadelphia International Airport Terminal E Philadelphia, PA 19153 Frederick Robinson (610) 993-9202</td>
<td>Jones Payne Group, Inc. 351 Erickson Avenue Essington, PA 19029 Dan Siegerwald (610) 494-9560</td>
<td>$3,300,000.00</td>
<td>$170,795.00</td>
<td>$3,129,205.00</td>
<td>0%</td>
</tr>
<tr>
<td>Renaissance Home for the Youth</td>
<td>S</td>
<td>Acoustical Treatment Program</td>
<td>Alexandria, LA</td>
<td>England Economic &amp; Industrial Development District 1111 Arnold Drive Alexandria, LA 22313</td>
<td>Ratcliff Construction Co., LLC 1715 England Drive Alexandria, LA 22312 (318) 448-0626</td>
<td>$452,000.00</td>
<td>$5,000.00</td>
<td>$447,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>Baton Rouge Phase 12</td>
<td>S</td>
<td>Residential Sound Insulation</td>
<td>Baton Rouge, LA</td>
<td>Baton Rouge Metropolit Airport 300 North Boulevard Baton Rouge, LA 70821 Anthony Marino (225) 355-0333</td>
<td>URS Corporation 9132 Veterans Memorial Blvd Baton Rouge, LA 70807 Ron Staley (225) 358-4240</td>
<td>$1,039,000.00</td>
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<td>$0.00</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,416,193.00</strong></td>
<td><strong>$722,185.00</strong></td>
<td><strong>$5,624,008.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BALANCE OF WORK TO BE COMPLETED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$5,624,008.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Richard J. Cuqua  
20 Adams Road  
Marshfield, MA 02050  
(781) 837-1629

EDUCATION
Harry Lumberg School of Seamanship - Maryland  
Northeastern University - Boston MA. Criminal Justice Major  
Union Carpenter Training School - Boston MA.  
Don Bosco Tech. High School - Boston MA.

LICENSES
Massachusetts Construction Supervisor #056607

EXPERIENCE
2000 - Present  
Northeast Noise Abatement Corporation, Rhode Island  
Residential Sound Insulation Programs / General Contracting

1989 - 2000  
Interstate Design & Construction, Inc., Rhode Island  
Residential Sound Insulation Programs  
Work consisted of the following:  
* ASST PROJECT MANAGER  
* DIRECTOR of FIELD OPERATIONS  
* SENIOR SUPERINTENDENT  
* FOREMAN / WINDOW INSTALLER / FINISH WORK  
* CARPENTER / PUNCHMAN  
Projects located in Massachusetts, Rhode Island, New Hampshire, Ohio, Kentucky, Wisconsin and Illinois. Ranging from $300,000.00 to $6,500,000.00 in value.

1984 - 1989  
Boston Carpenters - Local # 67, Massachusetts  
Projects included the following:  
* Modern Continental - Back Bay Station  
* Structural Erectors - Back Bay Station  
* R. W. White & Sons - Goodwill Building, Dudley Station & V. A. Hospital

1983 - 1984  
Energy Transportation Corporation, New York  
Work consisted of the following:  
* Delivered liquid natural gas from Indonesia to Japan on the LNG Capricorn

1976 - 1978  
Doyle Roofing, Massachusetts  
* Residential & Commercial Roofing

1975 - 1977  
Crowley Electric, Massachusetts  
* Residential Electrician Tender
Joseph L. Welch
22 Edwards Road
E. Greenwich, RI 02818

EDUCATION
Tollgate High School, Pawtucket, Rhode Island

EXPERIENCE

2000 - Present
Northeast Noise Abatement Corporation, Rhode Island
Residential Sound Insulation Programs / General Contracting

1989 - 2000
Interstate Design & Construction, Inc., Rhode Island
Residential Sound Insulation Programs
Project Manager
Projects located in Massachusetts, Rhode Island, New Hampshire, Ohio, Kentucky, Wisconsin and Illinois. Ranging from $300,000.00 to $6,500,000.00 in value.

1982 - 1989
Self-Employed
The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a CDBE firm, prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

8. What equipment do you own that is available for the work?
   Trucks & Hand Tools

9. What equipment will you purchase for the proposed work?
   Haul Equipment for Each Required Home

10. What equipment will you rent for the proposed work?
   \( \checkmark \) A

11. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.
   Project Manager: Joseph韦利 - Over 20 years experience in residential sound projects
   Superintendent: Richard Conna - Over 20 years experience in residential sound projects
12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

12.1 The correct name of the Bidder is **NORTH EAST NOISE MITIGATION**

12.2 The business is a (Sole Proprietorship) (Partnership) (Corporation) **STATE OR RHODE ISLAND**

12.3 The address of principal place of business is **33 ALFRED STREET**

12.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

**JOSPEH WURCH, PRESIDENT & TREASURER**

**DAVID CARAVEO, VICE-PRESIDENT & SECRETARY**

12.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

12.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
12.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

12.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last three (3) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

12.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

12.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.
12.11 Under what conditions does the Bidder request Change Orders.

Changes in the scope of work, plans or specifications.
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida’s economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department’s initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011**

**DBA:** NORTHEAST NOISE ABATEMENT CORPORATION

**Receipt #: 180-8694**
**Business Type:** GENERAL CONTRACTOR (BUILDING CONTRACTOR)

**Business Name:** NORTHEAST NOISE ABATEMENT CORPORATION

**Business Location:** 33 ALFRED ST

**Owner Name:** DAVID R LARIVEE

**Business Phone:** 401-490-7008

**Business Opened:** 01/13/2009

**State/County/Cert/Reg:** CBC1255972

**Exemption Code:** NONEXEMPT

**Mailing Address:** DAVID R LARIVEE
33 ALFRED ST
WARWICK, RI 02889

**Rooms** | **Seats** | **Employees** | **Machines** | **Professionals**
---|---|---|---|---

**Number of Machines:** | **For Vending Business Only** | **Vending Type**
---|---|---

<table>
<thead>
<tr>
<th>Tax Amount</th>
<th>Transfer Fee</th>
<th>NSF Fee</th>
<th>Penalty</th>
<th>Prior Years</th>
<th>Collection Cost</th>
<th>Total Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>27.00</td>
</tr>
</tbody>
</table>

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**2010 - 2011**

**Receipt #04A-09-00010317**

Paid 07/19/2010 27.00

**COPY TO:** FILE

**SIGNED:** Meredith M. Cahoon

---

**FOR PROCESSING**

- [X] For processing
- [ ] Returned for corrections
- [ ] Return corrected prints
- [ ] For review & comment
- [ ] FOR BIDS DUE

**REMARKS**

""
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida’s economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department’s initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
Supplement to Bid/Tender Form
Certification Requirements:

County/State Certification/License/Registration/Requirements

A. Bids submitted for residential construction, improvement, remodeling, or repair:

At the time of submitting a bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances relating to COUNTY Certificates of Competency issued by the Broward County Central Examining Boards. BIDDER shall comply with all applicable requirements set forth below. Licenses other than those listed below that legally authorize the Bidder to perform the scope of work will be considered responsive and responsible.

In order to be considered a responsive Bidder for the scope of work set forth in these bid documents, the Bidder must possess the following document(s) at the time of bid submittal and must submit to County a photocopy of the documents prior to award of the bid:

1. Current COUNTY Certification pursuant to Chapter 9, Broward County Code of Ordinances for the following general and specialty building construction trade category(ies):

   General Building Contractor Class "A"; OR
   General Building Contractor Class "B"; OR
   General Residential Contractor Class "C"

   AND!!

   Current State of Florida Registration pursuant to Section 489.117(1) F.S., evidencing state registration in the proper state classification(s) of work as follows:

   General Building Contractor Class "A"; OR
   General Building Contractor Class "B"; OR
   General Residential Contractor Class "C"

   OR!!
2. Current State of Florida Certification pursuant to Chapter 489, Part I, F.S., evidencing a state certification in the proper classification of work as follows:

   GENERAL BUILDING CONTRACTOR CLASS “A”; OR
   GENERAL BUILDING CONTRACTOR CLASS “B”; OR
   GENERAL RESIDENTIAL CONTRACTOR CLASS “C”

3. Special Exception From the Above Requirements For a Non-Florida Domiciled Contractor: If Bidder is a Non-Florida Domiciled Contractor, Bidder may, in lieu of complying with requirements set forth above, submit evidence to COUNTY of having applied for a limited Non-Renewable Registration from the Department of Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph. BIDDER must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.

   GENERAL BUILDING CONTRACTOR CLASS “A”; OR
   GENERAL BUILDING CONTRACTOR CLASS “B”; OR
   GENERAL RESIDENTIAL CONTRACTOR CLASS “C”

   Please note that all work not within the scope of the above Contractor shall be completed by a licensed subcontractor. All Contractors and subcontractors must possess current liability insurance and workers compensation policies, or provide proof of exemption from the requirements of the Florida Workers compensation Law.

B. Bids submitted for COUNTY Road Work Projects or other Engineering Construction related Projects. (not applicable)

C. Bids submitted for COUNTY Projects relating primarily to Plumbing, Electrical, and Mechanical. (not applicable)

D. Bids Submitted for COUNTY Projects relating primarily to Liquified Petroleum Gas Work. (not applicable)

E. BROWARD COUNTY BUSINESS TAX RECEIPT:

   WITHIN FIFTEEN (15) CALENDAR DAYS AFTER NOTIFICATION OF INTENT TO AWARD THE PROJECT TO BIDDER, BIDDER SHALL SUBMIT TO COUNTY A PHOTOCOPY OF ITS CURRENT BROWARD COUNTY BUSINESS TAX RECEIPT AS REQUIRED BY CHAPTER 205, F.S., OBTAINED FROM THE BROWARD COUNTY REVENUE COLLECTION DIVISION.
SUPPLEMENT TO BID/TENDER FORM
NON-COLLUSION CERTIFICATE:

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE
DEEMED RESPONSIBLE.

By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the Contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<table>
<thead>
<tr>
<th>NAME</th>
<th>RELATIONSHIPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The foregoing instrument was acknowledged before me this 27th day of October, 2010, by [Name], who is personally known to me or who has produced [Form of identification] as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 27th day of October, 2010.

[Signature of person taking acknowledgment]

[Name of officer taking acknowledgment]

Typed, printed, or stamped

[Title or rank]

[Serial number, if any]
SUPPLEMENT TO BID/TENDER FORM

DRUG FREE WORKPLACE CERTIFICATION:

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

The undersigned Bidder hereby certified that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Bidder's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   a. Taking appropriate personnel action against such employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of October, 2010, by

(name of person whose signature is being notarized)

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)

My commission expires: 2/1/14

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
### Description

**Completion Requires Filling In The Appropriate Details Under The Headings:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Signature of Bidder**

_______________________________

**Name of Bidder**

_______________________________

**AND SUBMIT IT WITH THEIR BID DOCUMENT.**

IN ORDER TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLETE THIS FORM. SIGN

_______________________________

**Total**

_______________________________

**The Bidder Must Indicate the Costs and Methods Enumerated Below.**

SCHEDULE OF PRICES. NOT BE CONSIDERED ADDITIONAL WORK.

*THESE ITEMS ARE PART OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY.*

*THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND ARE NOT TO BE CONSIDERED WITH BID ITEMS IN THE TENDERS BID PRICE. ALONG WITH THE PROPOSED TRENCH SAFETY ACT.*

**Bidder Acknowledges That Included in the Various Items of the Proposal And in Trench Safety Standards.**

The Bidder is also obligated to identify the appropriate method and cost of compliance with the applicable

**Responsive.**

**This Form Must Be Submitted With Bid For Bid To Be Deemed**

**Trench Safety Act:**

0040. SUPPLEMENT TO BID/TENDER FORM
In support of the Florida Waste Management Law, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**RECYCLED CONTENT INFORMATION:***

1. **IS THE MATERIAL IN THE ABOVE: VIRGIN ☑ OR RECYCLED ☐ (CHECK THE APPLICABLE BLANK). IF RECYCLED, WHAT PERCENTAGE ☐.**

   PRODUCT DESCRIPTION: **Construction Waste**

2. **IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT? YES ☑ NO ☐**

   SPECIFY:

3. **IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE? YES ☑ NO ☐**

   SPECIFY:

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.
CONTRACTOR shall within five (5) calendar days of the COUNTY's request, or prior to award of the Contract, whichever occurs first, notify COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the "Vendor's List (Non-Certified Subcontractors and Suppliers Information)" form (copy attached hereto as Exhibit "A"), properly filled out with each subcontractor’s information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of $50,000 or more.
00600. CONTRACT:

CONTRACT

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and Northeast Noise Abatement Corporation, hereinafter referred to as CONTRACTOR, FOR Residential Sound Insulation Pilot Program Bid Pack 3800B.

WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

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

ARTICLE 2

CONTRACT TIME

2.1 CONTRACTOR shall be instructed to commence the Work for this project by one or more Notices to Proceed (NTP) issued by the CONTRACT ADMINISTRATOR OR DESIGNEE.

The first Notice to Proceed and 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. If required, immediately upon issuance of the first Notice to Proceed, CONTRACTOR shall begin badging and vehicle decal process for airport access. Within twenty-one (21) calendar days of the First Notice to Proceed, the CONTRACTOR shall complete preliminary work, including submission of a project schedule, schedule of values, submittals schedule, all applications and other documents required for permitting, scheduling and coordinating, and performance of all work that does not require permits, and all tasks described in Section 00800, General Conditions, Item 3.1, Preliminary Matters and submit same to CONTRACT ADMINISTRATOR OR DESIGNEE. Receipt of all permits by CONTRACTOR is a condition precedent to the issuance of a Second Notice to Proceed by the CONTRACT ADMINISTRATOR for mobilization and commencement with physical construction work. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed. (See also FAA General Provisions 80-02).

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
2.2 Time for Performance:

2.2.1 Time is of the essence throughout this entire project. The Work shall be substantially completed within **220 calendar days** from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment in accordance with Article 5 within 30 calendar days from the date of Substantial Completion.

2.2.2 Each property address shall be completed within **10 business days** based on schedule provided by Prime Contractor.

2.3 Failure to substantially complete:

2.3.1 Upon failure of CONTRACTOR to substantially complete the Entire Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of One Thousand Dollars ($1,000.00) for each calendar day after the time specified in Section 2.2.1 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified in Section 2.2.1 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of Five Hundred Dollars ($500.00) for each calendar day after the time specified in Section 2.2.1 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. 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.

2.3.2 Upon failure of CONTRACTOR to substantially complete a given property address within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of Two Hundred Fifty Dollars ($250.00) for each calendar day after the time specified in Section 2.2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified in Section 2.2.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of One Hundred Twenty Five Dollars ($125.00) for each calendar day after the time specified in Section 2.2.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. 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
COUNTY for its inability to obtain full beneficial occupancy of the Project. 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.

2.3.3 The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

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

2.5 CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE construction administration costs shall be pursuant to the contract between COUNTY and CONSULTANT, a copy of which is available upon request of the Contract Administrator OR DESIGNEE. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE and agreed to by COUNTY.

ARTICLE 3

THE CONTRACT SUM

This is a Unit Price Contract.*

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

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

☐ This is a Lump Sum Contract:*

3.1 COUNTY shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded.

3.2 Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply as appropriate depending upon the type of Work being performed by CONTRACTOR and approved by COUNTY.

ARTICLE 4

PROGRESS PAYMENTS

4.1 CONTRACTOR may make Application for Payment for work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CDBE subcontractors, make Application for Payment for work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors (Form 00924), and a release of liens relative to the work which was the subject of previous applications or consent of surety relative to the work which is the subject of the Application. Form 00924 shall be accompanied by a copy of the notification sent to each subcontractor listed in item 2 of the form, explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Compliance in the form attached hereto as Form 00922. Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval. COUNTY shall make payment to CONTRACTOR within thirty (30) days after receipt by CONSULTANT of CONTRACTOR's proper Application for Payment and submission of an acceptable updated progress schedule.
4.2 Subject to Section 90-06, 90-07, and 90-08 of the FAA General Provisions, 10% of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY. Except as provided by FAA Section 90-08, any interest earned on retainage shall accrue to the benefit of the COUNTY.

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

4.3.1 Defective work not remedied.

4.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or COUNTY because of CONTRACTOR's performance.

4.3.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.

4.3.4 Damage to another contractor not remedied.

4.3.5 Liquidated damages and costs incurred by CONSULTANT for extended construction administration.

4.3.6 Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

ARTICLE 5

ACCEPTANCE AND FINAL PAYMENT

5.1 Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 00926) shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

5.2 Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all liens arising out of this Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and
subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice.

5.3 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and CONSULTANT so certifies, COUNTY shall, upon certificate of CONSULTANT, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

ARTICLE 6

MISCELLANEOUNS

6.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

6.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

6.3 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the COUNTY, may not submit a bid on a contract with the COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY, and may not transact any business with the COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed.
on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the County purchase and may result in Contractor debarment.

6.4 **Independent Contractor**

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

6.5 **Third Party Beneficiaries**

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. (See also Section 70-12 of the FAA General Provisions)

6.6 **Notices**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or 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 set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For County:
- Director of Aviation
- Broward County Aviation Department
- 100 Aviation Boulevard
- Fort Lauderdale, Florida 33315

For Contractor:
- Northeast Noise Abatement Corporation
- Mr. David Larivee
- 33 Alfred Street
- Warwick, RI 02886

6.7 **Assignment and Performance**
Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party except in accordance with Section 80-01 of the FAA General Provisions. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Section 28 of the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to COUNTY’s satisfaction for the agreed compensation.

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

6.8 Materiality and Waiver of Breach

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

COUNTY’s failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.9 Severance

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

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

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County, Florida and venue for litigation arising out of the this Agreement shall be exclusively in such state courts, forsaking any other
jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. CONTRACTOR, PURSUANT TO SECTION 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

6.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR.

6.12 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the __th day of December, 2010, and CONTRACTOR, signing by and through ____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

Approved as to form by Office of County Attorney Broward County, Florida Andrew J. Meyers, Interim County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telex: (954) 357-7641

Dawn Mehler Risk Insurance and Contracts Manager

Lindsey Payne Assistant County Attorney

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

[Signature]

(Secretary) (Corporate Seal)

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

________________________________________

(Name)

By ________________________________

(Signature)

(Type Name/Signed Above)

____ day of ____________, 20__.

COUNTY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.
00708. FORM CERTIFICATE OF INSURANCE:

Insurance Request for the Residential Sound Installation Pilot Program

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:

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<tr>
<th>TYPE OF INSURANCE</th>
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<td>Each Occurrence</td>
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<td>GENERAL LIABILITY</td>
<td>Bodily Injury</td>
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<td>Bodily Injury and Property Damage Combined</td>
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<td>Bodily injury (each person)</td>
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<td>Bodily Injury (each accident)</td>
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<td>Bodily Injury and Property Damage Combined</td>
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<tr>
<td>EXCESS LIABILITY</td>
<td>Bodily Injury and Property Damage Combined</td>
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<tr>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</td>
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<tr>
<td>PROFESSIONAL LIABILITY - E&amp;O CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE</td>
<td>Max. Ded$</td>
</tr>
<tr>
<td>PROPERTY COVERAGE. Subject to waiver based on type and nature of project. All risk, agreed value.</td>
<td>Max. Ded. 10K all perils except wind or flood</td>
</tr>
</tbody>
</table>

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 Board of County Commissioners, Broward County, Florida and each property owner of the residential sound installation pilot program. Also when applicable certificate should show B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floaters 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, RFP, and project manager.

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 attach 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 Board of County Commissioners
Risk Management Division
110 South Andrews Avenue
Fort Lauderdale, FL 33301
RE: (.1., Beaumaris, BCAD)

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
KNOW ALL MEN BY THESE PRESENTS, that we Northeast Noise Abatement Corporation of 33 Alfred Street, Warwick, RI 02889 as Principal, hereinafter called the Principal, and HARTFORD FIRE INSURANCE COMPANY a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto Broward County Board of County Commissioners as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount of the Attached Bid Dollars (5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Fort Lauderdale-Hollywood International Airport Residential Sound Insulation Pilot Group B, FAA AIP No. FLL 2010-8 CIP Bid Pack 3800 B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of October, 2010.

Northeast Noise Abatement Corporation, (Principal)

HARTFORD FIRE INSURANCE COMPANY

Denise A. Chlanese, (Title) Attorney-in-Fact

[Signature]

Approved
Risk Management Division
Patriz Alexander
Special Projects Coordinator III

1/10/10
POWHER OF ATTORNEY

<table>
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<tr>
<th>Company Name</th>
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<th>Twin City Fire Insurance Company</th>
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<td></td>
<td>Hartford Accident and Indemnity Company</td>
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</tr>
<tr>
<td>Hartford Casualty Insurance Company</td>
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<td></td>
<td>Hartford Underwriters Insurance Company</td>
<td></td>
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<tr>
<td>Hartford Accident and Indemnity Company</td>
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<tr>
<td>Hartford Underwriters Insurance Company</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

KNOW ALL PERSONS BY THESE PRESENTS THAT the Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company, corporations duly organized under the laws of the State of Connecticut; Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois; Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest, corporations duly organized under the laws of the State of Indiana; and Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

David Byrne, Kathleen Byrne, Denise Chianese, David J. Byrne of East Providence, RI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereeto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT } ss. Hartford

COUNTY OF HARTFORD

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Jean H. Womack, Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 27, 2010

Signed and sealed at the City of Hartford.

Colleen Mastroianni, Assistant Vice President
Hartford Fire Insurance Company

Ratings & Analysis Center

Hartford Fire Insurance Company
(a member of Hartford Insurance Group)
A.M. Best #: 2231
NAIC #: 19832
FEIN #: 060383750

Address: One Hartford Plaza
Hartford, CT 06115
UNITED STATES

Phone: 800-547-5000
Fax: 860-547-6343
Web: www.thehartford.com

Best's Ratings

Financial Strength Ratings - View Definitions
Rating: A- (Excellent) Long-Term
Affiliation Code: p (Pooled)
Financial Size Category: XV ($2 Billion or greater)
Outlook: Stabile
Action: Affirmed
Effective Date: March 24, 2010

* Denotes Under Review Best's Ratings

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group:

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and analytics along with comprehensive analysis commentary, detailed business overview, and key financial data.
Report Revision Date: 04/15/2010 (represents the latest significant change).
Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation-style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity, and reserve analysis.
Data Status: 2010 Best's Statement File - PIC, US. Contains data compiled as of 11/30/2010 (Quality Cross Checked).

- Single Company - five years of financial data specifically on this company.
- Comparison - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale, and an excerpt from our Business Review commentary.
Data Status: Contains data compiled as of 11/30/2010 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2009 Financial Data (Quality Cross Checked).

Financial and Analytical Products

Best's Key Rating Guide - PIC, US & Canada
Best's Statement File - PIC, US
Best's Statement File - Global
Best's Insurance Reports - PIC, US & Canada
Best's Data Line - PIC, US
Best's Insurance Expense Exhibit (IEE) - PIC, US
Best's Schedule F (Reinsurers) - PIC, US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule D (Common Stocks) - US
Best's Schedule D (Preferred Stocks) - US
Best's Schedule P (Loss Reserves) - PIC, US
Best's Schedule D (Corporate Bonds) - US
Best's Schedule D (Hybrid) - PIC & US

# CERTIFICATE OF LIABILITY INSURANCE

**Client:** 511367 NORTHNO1

**Certificate Number:** 510010409050004

**Certification Date:** 12/15/10

**PRODUCER**

USI Insurance Svcs of RI / CL

475 Kilvert Street

Suite 300

Warwick, RI 02886

**CERTIFICATE OF LIABILITY INSURANCE**

As a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Insured**

Northeast Noise Abatement Corp.

33 Alfred St.

Warwick, RI 02886

**Coverages**

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
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<td>GENERAL LIABILITY</td>
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<td>01/01/2011</td>
<td>EACH OCCURRENCE CLAIMS-MADE</td>
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<td>01/01/2010</td>
<td>01/01/2011</td>
<td>EACH OCCURRENCE CLAIMS-MADE</td>
</tr>
</tbody>
</table>

EVIDENCE OF INSURANCE

(See Attached Descriptions)

**Certificate Holder**

Broward County Board of County Commissioners,

Risk Management Dept., RM 210

115 South Andrews Ave.

Fort Lauderdale, FL 33301

**Evidenced by**

[Signature]

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ACORD 25 (2009/09) 1 of 2 The ACORD name and logo are registered marks of ACORD

SLWCB
The following are additional insured on general liability and excess liability:
Broward County Board of County Commissioners, Broward County, Florida and each property owner of the residential sound installation pilot program. Builder's risk coverage names B.C.B.C.C as named insured.

60 cancellation clause excluding non payment of premium which is 10 days.
Client#: 511367  
NORTHERN

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Svcs of RI / CL
475 Kilvert Street
Suite 300
Warwick, RI 02886

INSURED
Northeast Noise Abatement Corp.
33 Alfred St.
Warwick, RI 02888

COVERAGE

A GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR

7100109050003 01/01/11 01/01/12

INSURER A: OneBeacon Insurance Company 21970
INSURER B: Hartford Casualty Insurance Co 29424
INSURER C: Hartford Fire Insurance Company 19682

B AUTOMOBILE LIABILITY
- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS

7100109050003 01/01/11 01/01/12

C UMBRELLA LIAB
- OCCUR CLAIMS-MADE

7100109050003 01/01/11 01/01/12

B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)

02WBLC3841 01/01/11 01/01/12

C Builder's Risk

04MSNW6456 11/21/2010 11/21/2011 $600,000

$1,000,000

EVIDENCE OF INSURANCE

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)  1 of 2 The ACORD name and logo are registered marks of ACORD

#S106108/M5106107

SLWCB
The following are additional insured on general liability and excess liability:
Broward County Board of County Commissioners, Broward County, Florida and each property owner of the
residential sound installation pilot program. Builder's risk coverage names B.C.B.C.C as named insured

60 cancellation clause excluding non payment of premium which is 10 days

PROJECT: Residential Sound insulation pilot program-CIP Bid Pack 3800A. FAA AIP Project No. FLL 2010-8
Contract No.: NO873603C1
FLORIDA NOTICE

FLORIDA HURRICANE CATASTROPHE FUND EMERGENCY ASSESSMENT

The Florida Office of Insurance Regulation has levied an emergency assessment on direct written premiums for all property and casualty lines of business in Florida.

This emergency assessment is to fund obligations, costs and expenses of the Florida Hurricane Catastrophe Fund and the Florida Hurricane Catastrophe Fund Corporation.

This emergency assessment is 1%, and applies to all subject policies and bonds effective on or after January 1, 2007.

We are required by statute and order to collect this emergency assessment and remit it to the State.

This assessment for your policy or bond appears as FHCF EMER ASSESS CL.
BY THIS BOND, We ________________________________, as Principal, hereinafter called CONTRACTOR, and ________________________________, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ________________________ Dollars ($_________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

2. Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
FORM OF PERFORMANCE BOND
(Continued)

3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

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

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

Signed and sealed this ______ day of ______________________, 20____.
FORM OF PERFORMANCE BOND
(Continued)

WITNESSES:

________________________

(Name of Corporation)

________________________

(Signature and Title)

________________________

(Corporate Seal)

________________________

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

________________________

INSURANCE COMPANY:

________________________

By________________________

Agent and Attorney-in-Fact

________________________

Address: _____________________

(Street)

________________________

(City/State/Zip Code)

Telephone No.: ________________
FORM OF PAYMENT BOND:

BY THIS BOND, We ________________________________, as Principal, hereinafter called CONTRACTOR, and ________________________________, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _________________ Dollars ($___________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: ___________, awarded the _____ day of ________________, 20____, with COUNTY 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. Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
FORM OF PAYMENT BOND
(Continued)

2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.

2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of __________________, 20__.
FORM OF PAYMENT BOND
(Continued)

ATTEST:

__________________________________________________
(Name of Corporation)

__________________________________________________
(Signature and Title)

__________________________________________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

__________________________________________________

INSURANCE COMPANY:

__________________________________________________
Agent and Attorney-in-Fact

__________________________________________________
Address: ____________________________
(Street)

__________________________________________________
(City/State/Zip Code)

Telephone No.: ____________________
CERTIFICATE AS TO CORPORATE PRINCIPAL:

I, ________________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that ________________________ who signed the Bond(s) 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(s) 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)

STATE OF FLORIDA )
COUNTY OF BROWARD ) SS.

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 (Performance Bond 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 OF CERTIFICATE AND AFFIDAVIT FOR BONDS
$500,000.00 OR LESS:

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER: ____________________________

BIDDER: __________________________________________

Name: __________________________________________

Address: ________________________________________

City/State Zip Phone: ____________________________

AMOUNT OF BOND: ________________________________

SURETY BOND COMPANY:

Name: ________________________________________

Address: ________________________________________

City/State Zip Phone: ____________________________

☐ Holds a certificate of authority authorizing it to write surety bonds in the state of Florida.

☐ Has twice the minimum surplus and capital required by the Florida Insurance Code.

☐ Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 through 9308 of Title 31 of the United States Code.

(Date Signed) ____________________________ Agent and Attorney-in-Fact

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
AFFIDAVIT

STATE OF FLORIDA )
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this ___ day of
______, 20___, by __________________________, Agent and Attorney-in-Fact of
__________________________, 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__.

(SEAL)

______________________________
(Signature of person taking acknowledgment)

______________________________
(Name of officer taking acknowledgment)

______________________________
(Title or rank)

______________________________
(Serial number, if any)

My commission expires:
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue ______________________

Issuing Bank's No. ______________________

Beneficiary: Applicant:

Broward County through its Broward County Board of County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Amount: ______________________ in United States Funds

Expiry: ______________________ (Date)

Bid/Contract Number ______________________

We hereby authorize you to draw on ______________________ (Bank, Issuer name)
at ______________________ (branch address) by order of and for the account of ______________________ (contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of ______________________ available by your drafts at sight, accompanied by:

1. A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part of ______________________ (contractor, applicant, customer)

agreed upon by and between Broward County and ______________________ (contractor, applicant, customer) pursuant to the Bid/Contract No. ______________________ for ______________________ (name of project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than ______________________ (expiration date)
Drafts must bear the clause: "Drawn under Letter of Credit No.__________, of ______, dated___________."

(Bank Name)

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

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

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

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the ____________________.

(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature
00800. **GENERAL CONDITIONS:**

1. **Project Manual:**
   
   1.1. The Project Manual includes any general or special Contract conditions or specifications attached hereto.
   
   1.2. The Project Manual, along with all documents that make up and constitute the Contract Documents, shall be followed in strict accordance as to work, performance, material, and dimensions except when CONTRACT ADMINISTRATOR OR DESIGNEE may authorize, in writing, an exception.
   
   1.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by CONTRACT ADMINISTRATOR OR DESIGNEE. CONTRACTOR shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from CONTRACT ADMINISTRATOR OR DESIGNEE.
   
   1.4. CONTRACTOR shall be furnished five (5) copies, free of charge, of the Project Manual; two (2) of which shall be preserved and always kept accessible to CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE’s authorized representatives. Additional copies of the Project Manual may be obtained from COUNTY at the cost of reproduction.

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. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
3. Preliminary Matters:

3.1. Within Fourteen (14) calendar days from the date of the First Notice to Proceed, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR OR DESIGNEE for review and acceptance:

3.1.1. A progress schedule in any of the indicated form:

- Bar Chart
- Microsoft Project
- Computerized CPM – Primavera P-3

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

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

3.1.4. After award but prior to the submission of the progress schedule, CONSULTANT, CONTRACT ADMINISTRATOR OR DESIGNEE and CONTRACTOR shall meet with all utility owners and secure
from them a schedule of utility relocation, provided, however, neither CONSULTANT nor CONTRACT ADMINISTRATOR OR DESIGNEE nor COUNTY shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a contract initiation conference attended by CONTRACTOR, CONSULTANT, CONTRACT ADMINISTRATOR OR DESIGNEE and others as deemed appropriate by CONTRACT ADMINISTRATOR OR DESIGNEE, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3.3. Prior to issuance of Second Notice to Proceed, a pre-construction conference attended by CONTRACTOR, CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE, will be held to present the key elements of the project, including: scope of work, schedule, operational impacts and lines of communication. Within ten (10) calendar days after the Project Initiation Date set forth in the Second Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CONTRACT ADMINISTRATOR OR DESIGNEE and resubmit for CONTRACT ADMINISTRATOR OR DESIGNEE review. The finalized progress schedule will be accepted by CONTRACT ADMINISTRATOR OR DESIGNEE only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by COUNTY or CONTRACT ADMINISTRATOR OR DESIGNEE of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONTRACT ADMINISTRATOR OR DESIGNEE or COUNTY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to CONTRACT ADMINISTRATOR OR DESIGNEE as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to CONTRACT ADMINISTRATOR OR DESIGNEE as to form and substance.

4. **Performance Bond and Payment Bond:**

Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as forms 00710 and 00720.
4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to COUNTY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

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

4.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide COUNTY with evidence of such recording.

4.4. Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto as Form 00735. Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one (1) year after completion and acceptance of the Work.

5. Qualification of Surety:

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

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

5.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety
company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.111). Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

5.1.3. The COUNTY will accept a surety bond from a company with a rating of A- or better for bonds up to Two Million Dollars ($2,000,000.00), provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the COUNTY shall review and either accept or reject the surety company based on the financial information available to the COUNTY. A surety company that is rejected by the COUNTY may be substituted by the Bidder or proposer with a surety company acceptable to the COUNTY, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

<table>
<thead>
<tr>
<th>Amount of Bond</th>
<th>Policyholder's Ratings</th>
<th>Financial Size</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>500,001 to 1,000,000</td>
<td>A-</td>
<td>Class I</td>
<td></td>
</tr>
<tr>
<td>1,000,001 to 2,000,000</td>
<td>A-</td>
<td>Class II</td>
<td></td>
</tr>
<tr>
<td>2,000,001 to 5,000,000</td>
<td>A</td>
<td>Class III</td>
<td></td>
</tr>
<tr>
<td>5,000,001 to 10,000,000</td>
<td>A</td>
<td>Class IV</td>
<td></td>
</tr>
<tr>
<td>10,000,001 to 25,000,000</td>
<td>A</td>
<td>Class V</td>
<td></td>
</tr>
<tr>
<td>25,000,001 to 50,000,000</td>
<td>A</td>
<td>Class VI</td>
<td></td>
</tr>
<tr>
<td>50,000,001 or more</td>
<td>A</td>
<td>Class VII</td>
<td></td>
</tr>
</tbody>
</table>

5.2. For projects of Five Hundred Thousand Dollars ($500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying (Form 00722) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
5.3. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

6. **Indemnification:**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable 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 Agreement. These indemnifications shall survive the term of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. **Insurance Requirements**

7.1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein. Contractor shall be responsible for any and all deductibles.

7.1.1. Workers’ Compensation insurance to apply for all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

7.1.1.1. Employers’ Liability with a limit of One Hundred Thousand Dollars ($100,000.) each accident.
7.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

7.1.2. Comprehensive or Commercial General Liability with minimum limits of One Million Dollars ($1,000,000.) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability and $2,000,000. per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive or General Liability policy, without restrictive endorsements, as filed.
by the Insurance Services Office, and must be on a per project basis to include:

7.1.2.1. Premises and/or Operations.

7.1.2.2. Independent Contractors.

7.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars ($50,000.00) CONTRACTOR shall maintain in force until at least three (3) years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

7.1.2.4. Explosion and Collapse Coverages.

7.1.2.5. Broad Form Property Damage.

7.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

7.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

7.1.3. Business Automobile Liability with minimum limits of five hundred thousand ($500,000. Per occurrence) combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

7.1.3.1. Owned Vehicles, if applicable.

7.1.3.2. Hired and Non-Owned Vehicles, if applicable.

7.1.3.3. Employers' Non-Ownership, if applicable.

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

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

7.1.4.2 In the event that a claim occurs for this Project and is made upon the COUNTY's insurance policy, for other than a windstorm, Contractor will pay Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

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

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

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

7.4. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708.
The failure to provide the Certificate of Insurance within fifteen (15) calendar days shall be the basis for the recision of the awarding contract.

7.5. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

7.6 Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

7.7 COUNTY and each of the property owners in the Residential Sound Insulation Pilot Program is to be expressly included as an Additional Insured in the name of Broward County Board of County Commissioners with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY as an additional insured.

8. Labor and Materials:

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

8.2. 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.

9. Royalties and Patents:

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.
10. **Weather:**
Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

(1) CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or

(2) CONTRACTOR must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

(3) Reference also “Destructive Weather Plan” implementation procedures for this project. Pages DWP-1 and 2 are located in Special Provisions section of this contract.

11. **Permits, Licenses and Impact Fees:**

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

11.2 Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

12. **Resolution of Disputes:**

12.1 To prevent all disputes and litigation, it is agreed by the parties hereto that CONTRACT ADMINISTRATOR OR DESIGNEE 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 CONTRACT
ADMINISTRATOR OR DESIGNEE's estimates and decisions upon all
claims, questions, difficulties and disputes shall be final and binding to the
extent provided in Section 12.2. Any claim, question, difficulty or dispute
which cannot be resolved by mutual agreement of COUNTY and
CONTRACTOR shall be submitted to CONTRACT ADMINISTRATOR OR
DESIGNEE in writing within twenty-one (21) calendar days. Unless a
different period of time is set forth herein, CONTRACT ADMINISTRATOR
OR DESIGNEE shall notify COUNTY and CONTRACTOR in writing of
CONTRACT ADMINISTRATOR OR DESIGNEE's decision within twenty-
one (21) calendar days from the date of the submission of the claim,
question, difficulty or dispute, unless CONTRACT ADMINISTRATOR OR
DESIGNEE requires additional time to gather information or allow the
parties to provide additional information. All non-technical administrative
disputes shall be determined by the Contract Administrator pursuant to the
time periods provided herein. During the pendency of any dispute and
after a determination thereof, CONTRACTOR, CONSULTANT,
CONTRACT ADMINISTRATOR OR DESIGNEE, and COUNTY shall act in
good faith to mitigate any potential damages including utilization of
construction schedule changes and alternate means of construction.

12.2 In the event the determination of a dispute under this Article is unacceptable to
either party hereto, the party objecting to the determination must notify the other
party in writing within ten (10) 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 Price adjustment claimed is the entire adjustment to
which the objecting party has reason to believe it is entitled to as a result of the
determination. Within sixty (60) days after Final Completion of the Work, the
parties shall participate in mediation to address all objections to any
determinations hereunder and to attempt to prevent litigation. The mediator shall
be mutually agreed upon by the parties. Should any objection not be resolved in
mediation, the parties retain all their legal rights and remedies provided under
State law. A party objecting to a determination specifically waives all of its rights
provided hereunder, including its rights and remedies under State law, if said
party fails to comply in strict accordance with the requirements of this Article.

14. Superintendence and Supervision:

14.1 The orders of COUNTY are to be given through CONTRACT ADMINISTRATOR OR DESIGNEE, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the Project, at all times work is underway, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to CONTRACT ADMINISTRATOR OR DESIGNEE. The superintendent shall not be changed except with the written consent of CONTRACT ADMINISTRATOR OR DESIGNEE, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by CONTRACT ADMINISTRATOR OR DESIGNEE upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.

14.2 Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, CONSULTANT, CONTRACT ADMINISTRATOR OR DESIGNEE, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by COUNTY and CONTRACT ADMINISTRATOR OR DESIGNEE.

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

14.4 If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be CONTRACTOR's duty to immediately inform CONTRACT ADMINISTRATOR OR DESIGNEE, in writing, and CONTRACT ADMINISTRATOR OR DESIGNEE will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
14.5 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

15. COUNTY's Right to Terminate Contract: (See FAA General Provisions Section 80-09 and following Section 15.2 and 15.3)

15.1 Deleted

15.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of COUNTY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.

15.3 This Contract may be terminated for convenience in writing by COUNTY upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work/services which have not been performed.

15.4 Deleted

15.5 This Agreement may also be terminated by the Board:

15.5.1 Upon the disqualification of CONTRACTOR as a DBE firm by COUNTY's Director of Small Business Development Division if CONTRACTOR's status as DBE firm was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

15.5.2 Upon the disqualification of CONTRACTOR by COUNTY's Director of Small Business Development Division due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Agreement or attempting to meet the DBE contractual obligations;
15.5.3 Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of Small Business Development Division if any such participant's status as a DBE firm was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR or such participant;

15.5.4 Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of Small Business Development Division if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.5.5 If CONTRACTOR is determined by COUNTY's Director of Small Business Development Division to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE firm's status of its disqualified DBE participant. If so determined, CONTRACTOR shall not be awarded DBE participation credit.

16. CONTRACTOR's Right to Stop Work or Terminate Contract: (Deleted. No FAA cross-reference.)

17. Assignment:

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder, without the previous written consent of the County Administrator.

18. Rights of Various Interests:

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

19. Explosives: (See FAA General Provisions Section 70-09)

20. Differing Site Conditions:
In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and
generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify COUNTY and CONTRACT ADMINISTRATOR OR DESIGNEE in writing of the existence of the aforesaid conditions. CONTRACT ADMINISTRATOR OR DESIGNEE and COUNTY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CONTRACT ADMINISTRATOR OR DESIGNEE, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CONTRACT ADMINISTRATOR OR DESIGNEE shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If COUNTY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONTRACT ADMINISTRATOR OR DESIGNEE for determination in accordance with the provisions of Article 12. Should CONTRACT ADMINISTRATOR OR DESIGNEE determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CONTRACT ADMINISTRATOR OR DESIGNEE shall so notify COUNTY and CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice in strict accordance with the provisions of this Article.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CONTRACT ADMINISTRATOR OR DESIGNEE as the date of substantial completion.

21. Plans and Working Drawings:

COUNTY, through CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Project Manual. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.

22. CONTRACTOR to Check Plans, Specifications and Data:

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

23. CONTRACTOR's Responsibility for Damages and Accidents:

23.1 CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2 CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in Article 30.

24. Warranty:

CONTRACTOR warrants to COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified in writing and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

25. Supplementary Drawings:

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

25.2 The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.
26. **Defective Work:** (See FAA General Provisions Section 50-10 and following Sections 26.3 and 26.4)

26.1 Deleted

26.2 Deleted

26.3 If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents including but not limited to, Article 24 hereof and any claim regarding latent defects. CONTRACTOR shall be responsible for all associated costs required in ensuring the completion of all warranty work as specified here or in the Technical Specifications or Plans.

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

27. **Taxes:**

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

28. **Subcontracts:**

28.1 CONTRACTOR shall, within ten (10) calendar days after notification of award of the Contract, notify COUNTY and CONTRACT ADMINISTRATOR OR DESIGNEE in writing of the names of subcontractors proposed for the Work. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONTRACT ADMINISTRATOR OR DESIGNEE of any change in subcontractors.

28.2 CONTRACTOR shall not employ any subcontractor against whom COUNTY or CONTRACT ADMINISTRATOR OR DESIGNEE may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.
28.3 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due any subcontractor. COUNTY or CONTRACT ADMINISTRATOR OR DESIGNEE may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.

28.4 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

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

29. Separate Contracts: (See also Section 50-05 of FAA General Provisions)

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

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

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

29.4 To insure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to CONTRACT ADMINISTRATOR OR DESIGNEE any discrepancy between the executed work and the requirements of the Contract Documents.
30. **Use of Completed Portions:** (See also FAA General Provisions Section 50-14. In the event the Contractor requests partial acceptance pursuant to FAA General Provisions Section 50-14, and the Engineer approves such request, the process and documentation of acceptance shall follow this Section 30.)

30.1 COUNTY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by CONTRACT ADMINISTRATOR OR DESIGNEE and approved by COUNTY.

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

30.2.1 COUNTY shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to COUNTY’s intended occupancy of a designated area.

30.2.2 CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form attached hereto as 00925 from CONTRACT ADMINISTRATOR OR DESIGNEE.

30.2.3 Upon CONTRACT ADMINISTRATOR OR DESIGNEE’s issuance of a Certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, utilities, subsequent damages of COUNTY and public, adjustment of insurance coverages and start of warranty for the occupied area.

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

30.2.5 If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and CONTRACTOR and to

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

31.lands for work:

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

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

32.legal restrictions and traffic provisions:

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

33. location and damage to existing facilities, equipment or utilities: (see also FAA general provisions section 70-15)

33.1 As far as possible, all existing utility lines in the Project area have been shown on the plans. However, COUNTY does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR’S responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

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

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

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

34. Value Engineering: Section Deleted. (See FAA General Provisions 50-17.) Note page GP-21, third paragraph from the top, the first sentence is rewritten to “The owner SHALL require the Contractor to share in the owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal.

35. Continuing the Work:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COUNTY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

36. Changes in the Work or Terms of Contract Documents:
(See FAA General Provisions Section 40-02, 40-03, 40-04)

37. Field Orders and Supplemental Instructions:
(See also FAA General Provisions Section 50.01)

37.1 The CONTRACT ADMINISTRATOR OR DESIGNEE, through CONSULTANT, shall have the right to approve and 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 in the Contract Price or the Contract Time.

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

38. Change Orders: (See also FAA General Provisions Section 40-02, 40-03, 40-04)

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

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

38.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, COUNTY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to CONTRACT ADMINISTRATOR OR DESIGNEE as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONTRACT ADMINISTRATOR OR DESIGNEE in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

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

38.5 Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY.
38.6 COUNTY will deduct FPL rebates (if applicable) from CONTRACTOR final payment.

39. Value of Change Order Work:

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

39.1.1 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, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum which CONTRACTOR and COUNTY acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.

39.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 39.3.

39.2.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by COUNTY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by COUNTY.
39.2.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by COUNTY with the advice of CONTRACT ADMINISTRATOR OR DESIGNEE and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

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

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

39.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.
39.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

39.2.5.3 Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority.

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

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

39.2.5.6 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.

39.2.5.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

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

39.3.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 39.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

39.3.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
39.3.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

39.3.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.

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

39.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.

39.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

39.4.1 A mutually acceptable fixed fee or if none can be agreed upon.

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

39.4.2.1 For costs incurred under Sections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

39.4.2.2 For costs incurred under Section 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3 No fee shall be payable on the basis of costs itemized under Sections 39.2.4 and 39.2.5, (except Section 39.2.5.3), and Section 39.3.

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

39.6 Whenever the cost of any work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to CONTRACT ADMINISTRATOR OR DESIGNEE an itemized cost breakdown together with the supporting data.

39.7 (See FAA General Provisions Section 40-02)

39.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CONTRACT ADMINISTRATOR OR DESIGNEE.

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

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

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

40. Notification and Claim for Change of Contract Time or Contract Price:
(See also FAA General Provisions Section 50-16)

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the Contract Administrator and to CONTRACT ADMINISTRATOR OR DESIGNEE within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless CONTRACT ADMINISTRATOR OR DESIGNEE allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time or Contract Price shall be determined by CONTRACT ADMINISTRATOR OR DESIGNEE in
accordance with Article 12 hereof, if COUNTY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by COUNTY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

41. **No Damages for Delay:**

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against COUNTY by reason of any delays 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 on the part of COUNTY or its CONTRACT ADMINISTRATOR OR DESIGNEE. 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.

42. **Excusable Delay; Compensable; Non-Compensable:**

42.1 **Excusable Delay.** Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.

CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.

Failure of CONTRACTOR to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a
waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

(a) Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents. In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be $250.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

(b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or CONSULTANT, or CONTRACT ADMINISTRATOR OR DESIGNEE, or (ii) is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the COUNTY or CONTRACT ADMINISTRATOR OR DESIGNEE, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

43. Substantial Completion: See also FAA General Provisions Section 50-14.
When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and CONTRACT ADMINISTRATOR OR DESIGNEE in writing. CONTRACT ADMINISTRATOR OR DESIGNEE and COUNTY shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925. The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. 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. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COUNTY through the Contract Administrator and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

44. No Interest:

Any monies not paid by COUNTY when claimed to be due to CONTRACTOR under this Agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of COUNTY's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

45. Shop Drawings:

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

45.2 Within ten (10) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR OR DESIGNEE a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the
critical items. Approval of this list by CONTRACT ADMINISTRATOR OR DESIGNEE shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

45.3 Within ten (10) working days after completion of the pre-construction walkthrough, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.

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

45.5 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.

45.6 CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT shall review the same shop drawings twice without any additional charge to CONTRACTOR. If a shop drawing must be submitted for a third time and any subsequent time, CONTRACTOR shall pay for CONSULTANT’s time for review. CONSULTANT’s approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by 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 approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7 No approval 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 CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.

45.8 If catalog sheets or prints of manufacturers’ standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
45.9 CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10 CONTRACTOR shall keep one set of Shop Drawings marked with CONSULTANT's approval at the job site at all times.

46. Field Layout of the Work and Record Drawings:

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

46.2 CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to CONSULTANT and CONTRACT ADMINISTRATOR OR DESIGNEE for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the CONTRACT ADMINISTRATOR OR DESIGNEE.

46.3 Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to COUNTY, CONTRACTOR's record drawings or as-built drawings acceptable to CONTRACT ADMINISTRATOR OR DESIGNEE.

47. Safety and Protection:

47.1 CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
47.1.1 All employees on the work site and other persons who may be affected thereby;

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

47.1.3 The house or housing unit(s) and the contents within each house or housing unit; and

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

47.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and CONTRACT ADMINISTRATOR OR DESIGNEE has issued a notice to COUNTY and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.

47.3 CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

48. **Final Schedule of Values:**

CONTRACTOR shall be required to submit to COUNTY and CONSULTANT a final schedule of values with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by CONTRACT ADMINISTRATOR OR DESIGNEE until CONTRACTOR submits the final schedule of values and CONSULTANT verifies the accuracy of the units of Work.
49. **Payment by COUNTY for Tests:**

Except when otherwise specified in the Contract Documents, the expense of all tests requested by CONTRACT ADMINISTRATOR OR DESIGNEE shall be borne by COUNTY and performed by a testing firm chosen by CONSULTANT. 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. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

50. **Project Sign:**

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

51. **Hurricane Precautions:**

51.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the CONTRACTOR, at no cost to the COUNTY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether BCAD or CONTRACT ADMINISTRATOR OR DESIGNEE has given notice of same.

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

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether BCAD has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

52. **Cleaning Up; COUNTY's Right to Clean Up:**

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

In case of termination of this Contract before completion for any cause whatever, CONTRACTOR, if notified to do so by COUNTY, shall promptly remove any part or all of CONTRACTOR’s equipment and supplies from the property of COUNTY, failing which COUNTY shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

54. **EEO COMPLIANCE**

54.1 **Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, age, color, sex, national origin, political affiliation, familial status, disability, pregnancy, sexual orientation, gender identity or expression, marital status or political affiliation in the performance of this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16 1/2, as may be amended from time to time. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

55. Project Records:

CONTRACTOR and its' subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its' subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its' subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its' subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR and its' subcontractors shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice.
DBE Performance Commitment

The Contractor has committed to the DBE Subcontractor performance documented in the following Schedule of Participation and Letters of Intent inserted from bid submittal.
### FINAL MONTHLY DBE UTILIZATION REPORT

(To be submitted with the final invoice)

<table>
<thead>
<tr>
<th>CONTRACT #:</th>
<th>CONTRACT AMOUNT:</th>
<th>DATE FORM SUBMITTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION:</th>
<th>PROJECT COMPLETION DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR:</th>
<th>AMT. PAID TO PRIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>TELEPHONE #: ( )</th>
<th>FAX #: ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>A</td>
<td>NA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>W</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amount Paid to DBE Firms</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.
SPECIAL NOTICE: Asbestos Containing Material in County Buildings

In accordance with OSHA regulation 29 CFR 1926.1101(k) (2) bidders are notified of the presence of Asbestos Containing Material and/or Presumed Asbestos Containing Material at work sites and adjacent areas of the following locations. All materials except popcorn ceilings and floorings are labeled.

13th Street Tag Agency
815 NE 13th Street
Ft. Lauderdale, FL 33304
(Popcorn Ceiling)

Traffic Engineering
2300 West Commercial Boulevard
Ft. Lauderdale, FL 33309
(Popcorn Ceiling)

Broward County Judicial Complex
201 SE 6th Street
Ft. Lauderdale, FL 33301
(Engine Room #2: Mechanical Equipment Room 3.6: Center Wing 3rd Floor Mechanical Equipment Room: Mechanical Equipment Room 4.6: Air Handling Unit 5.1, 5.2: West Wing 5th Floor Mechanical Equipment Room: 6th Floor West Mechanical Equipment Room: 7th Floor Central Mechanical Equipment Room: 10th Floor Central Elevator Mechanical Room)

Medical Examiner
5301 SW 31st Avenue
Ft. Lauderdale, FL 33312
(Exhaust Hood)

Hallandale Library
300 So. Federal Highway
Hallandale, FL 33009
(Equipment Room)

Hollywood Library
2600 Hollywood Blvd.
Hollywood, FL 33020
(Store Room)

No. Broward Detention Center
1550 Blount Road
Pompano Beach, FL
(Linoleum in Unit 10 Laundry)
SUPPLEMENTARY CONDITIONS:

The following supplements modify, delete and/or add to the Broward County Aviation Department's Standard Form Construction Contract Documents. Where any clause in the Standard Form Construction Contract Documents is supplemented by one of the following paragraphs, the provisions of the clause remain in effect and the supplementary text is added to the clause. Portions of any clause in the Standard Form Construction Contract Documents not specifically amended, voided or superseded by any of the following paragraphs remain in effect.

GENERAL CONDITIONS

Add condition 56.

56. Warehouse Storage:

56.1 Contractor shall provide a climate controlled warehouse space for storage of all product prior to installation at individual parcels.

56.2 The warehouse space will be accessible to the Construction Inspector and Project Representative for inventory of current products on site.

56.3 Products are to be inventoried and stored by parcel, and will be checked by Construction Inspector or Project Representative prior to Work on Parcel commences. Work will not be allowed to commence prior to all products being inventoried and checked.

56.4 Contractor must provide BCAD with the prospective warehouse owner's property and general liability coverage's for approval prior to any construction materials or equipment is stored at the warehouse.
ADDITIONAL ARTICLES:

2. Federal Grant Projects:

2.1 By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through the Federal Aviation Administration and referred to as Project Number FLL2010-8 preapplication.

Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

2.2 Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.
Residential Davis Bacon Wage Rate Table – Broward County

GENERAL DECISION: FL20100198 03/12/2010 FL198

Date: March 12, 2010
General Decision Number: FL20100198 03/12/2010
Superseded General Decision Number: FL20080198

State: Florida

Construction Type: Residential

County: Broward County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEC0728-002</td>
<td>08/31/2009</td>
</tr>
<tr>
<td>ELEC0728-002</td>
<td></td>
</tr>
<tr>
<td>ENGI0487-012</td>
<td>01/01/2010</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$ 28.46</td>
</tr>
<tr>
<td></td>
<td>12.5%+5.00</td>
</tr>
</tbody>
</table>

* ENGI0487-012 01/01/2010

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Backhoe</td>
<td>$ 27.57</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet &amp; Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons &amp; Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry &amp; Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; &amp; All Type of Flying Cranes...</td>
<td>$ 28.30</td>
</tr>
</tbody>
</table>

- 113 -

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>or without jib); Hydro Cranes 25 Tons &amp; Under, &amp; Over 50 Tons (With Oiler/Apprentice)</td>
<td>$27.57</td>
<td>8.78</td>
</tr>
<tr>
<td>OPERATOR: Oiler</td>
<td>$22.24</td>
<td>8.78</td>
</tr>
<tr>
<td>IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL</td>
<td>$26.70</td>
<td>6.43</td>
</tr>
<tr>
<td>LABORERS</td>
<td>$14.00</td>
<td>4.67</td>
</tr>
<tr>
<td>Plaster Tender</td>
<td>$14.50</td>
<td>4.67</td>
</tr>
<tr>
<td>PAINTER, Including Brush, Roller and Spray (Excluding Drywall Finisher/Taper)</td>
<td>$16.00</td>
<td>6.15</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$26.80</td>
<td>14.30</td>
</tr>
<tr>
<td>SHEETMETAL WORKER, Including HVAC Duct Installation (Excluding Metal Roofing)</td>
<td>$24.42</td>
<td>11.36</td>
</tr>
<tr>
<td>BRICKLAYER</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>CARPENTER, Including Cabinet Installation (Excluding Drywall Hanging)</td>
<td>$21.17</td>
<td>0.86</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$16.19</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL FINISHER/TAPER</td>
<td>$19.22</td>
<td>0.00</td>
</tr>
</tbody>
</table>

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRYWALL HANGER</td>
<td>$15.69</td>
<td>0.00</td>
</tr>
<tr>
<td>FENCE ERECTOR</td>
<td>$11.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (System Installation Only)</td>
<td>$13.75</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$11.51</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$10.46</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$11.79</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Roof Tearoff</td>
<td>$9.00</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape and Irrigation</td>
<td>$9.15</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Asphalt Paver</td>
<td>$11.63</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe Loader Combo</td>
<td>$17.04</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$13.67</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Distributor</td>
<td>$11.41</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Excavator</td>
<td>$13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$17.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$16.48</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$10.62</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Screed</td>
<td>$10.93</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Trackhoe</td>
<td>$15.68</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Tractor</td>
<td>$10.20</td>
<td>0.00</td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$25.00</td>
<td>1.17</td>
</tr>
<tr>
<td>ROOFER, Including Modified Bitumen, Built Up and Shake and Shingle (Excluding Metal Roof)</td>
<td>$14.50</td>
<td>0.00</td>
</tr>
<tr>
<td>ROOFER: Metal Roof</td>
<td>$16.99</td>
<td>0.00</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$16.65</td>
<td>0.00</td>
</tr>
</tbody>
</table>
TRUCK DRIVER: Lowboy Truck......$ 12.10 0.00
TRUCK DRIVER: Dump Truck........ $ 10.22 0.00

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

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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Write to:

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION
STATEMENT OF COMPLIANCE
(DAVIS BACON ACT):

No. Bid Pack 3800B

Contract No. N0873604C1

Project Title Residential Sound Insulation Pilot Program

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 the Davis Bacon Act and the applicable conditions of the Contract.

Dated ______________, 20__

Contractor

By __________________________

(Signature)

By __________________________

(Name and Title)

STATE OF )
COUNTY OF ) SS.

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)

(Name of officer taking acknowledgment)

(typed, printed or stamped)

(Title or rank)

My commission expires: __________________________

(Serial number, if any)
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS:

Bid/Contract No. N0873604C1

Contract No. Bid pack 3800B

Project Title: Residential Sound Insulation Pilot Program

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 255.735, Florida Statutes.

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

<table>
<thead>
<tr>
<th>Subcontractor name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Dated ______________, 20__

Contractor

By______________________________
(Signature)

By______________________________
(Name and Title)
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

(Continued)

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)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:
00925. **CERTIFICATE OF SUBSTANTIAL COMPLETION:**

**PROJECT:** Residential Sound Insulation Pilot Program

**CONSULTANT:** The Urban Group

(name, address)

**BID/CONTRACT NUMBER:** N0873604C1

**TO (County):**

**CONTRACTOR:** Northeast Noise Abatement Corporation

**CONTRACT FOR:** Residential Sound Insulation Pilot Program

**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:

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

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

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**

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
In accordance with Section 2.2 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 Contract Administrator, 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 Contract Administrator DATE ________________

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:
00926. **FINAL CERTIFICATE OF PAYMENT:**

**PROJECT:** Residential Sound Insulation Pilot Program

**CONSULTANT:** The Urban Group

**BID/CONTRACT NUMBER:** N0873604C1

**TO (County):**

**CONTRACTOR:** Northeast Noise Abatement Corporation

**CONTRACT FOR:** Residential Sound Insulation Pilot Program

**NOTICE TO PROCEED DATE:**

**DATE OF ISSUANCE:**

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

**All homeowner Release of Liens have been obtained.**

**CONSULTANT**

**COUNTY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at __________________________ (time) (date)**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**

By Contract Administrator

**DATE**
FORM OF FINAL RECEIPT:
[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. N0873604C1

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

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

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

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST: _____________________________

Name

Secretary

By _____________________________

Title

(CORPORATE SEAL)

Date: _____________________________
FORM OF FINAL RECEIPT (continued)

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

__________________________

__________________________

__________________________

By ______________________ __

Date: ________________________

(Closeup of text)
00950. DRAWINGS INDEX:

Refer to:

Jones Payne Group Volume 2 Scope of Work drawings dated September 20, 2010
Jones Payne Group Volume 3 Detail drawings dated September 20, 2010
01000. ADDENDA AND MODIFICATIONS:

All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents.
## TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 1100</td>
<td>Summary of Work</td>
<td>6</td>
</tr>
<tr>
<td>01 1400</td>
<td>Work Restrictions</td>
<td>2</td>
</tr>
<tr>
<td>01 2100</td>
<td>Allowances</td>
<td>2</td>
</tr>
<tr>
<td>01 2200</td>
<td>Unit Prices</td>
<td>3</td>
</tr>
<tr>
<td>01 2600</td>
<td>Contract Modification Procedures</td>
<td>3</td>
</tr>
<tr>
<td>01 2900</td>
<td>Payment Procedures</td>
<td>3</td>
</tr>
<tr>
<td>01 3100</td>
<td>Project Management and Coordination</td>
<td>3</td>
</tr>
<tr>
<td>01 3200</td>
<td>Construction Progress Documentation</td>
<td>4</td>
</tr>
<tr>
<td>01 3300</td>
<td>Submittal Procedures</td>
<td>7</td>
</tr>
<tr>
<td>01 4000</td>
<td>Quality Requirements</td>
<td>4</td>
</tr>
<tr>
<td>01 5000</td>
<td>Temporary Facilities and Controls</td>
<td>3</td>
</tr>
<tr>
<td>01 7300</td>
<td>Execution</td>
<td>8</td>
</tr>
<tr>
<td>01 7700</td>
<td>Closeout Procedures</td>
<td>6</td>
</tr>
<tr>
<td>02 4119</td>
<td>Selective Structure Demolition</td>
<td>3</td>
</tr>
<tr>
<td>02 8000</td>
<td>Asbestos Remediation</td>
<td>22</td>
</tr>
<tr>
<td>02 9000</td>
<td>Lead Remediation</td>
<td>11</td>
</tr>
<tr>
<td>03 3053</td>
<td>Miscellaneous Cast-In-Place Concrete</td>
<td>3</td>
</tr>
<tr>
<td>06 1053</td>
<td>Miscellaneous Rough Carpentry</td>
<td>4</td>
</tr>
<tr>
<td>06 2000</td>
<td>Finish Carpentry</td>
<td>7</td>
</tr>
<tr>
<td>07 2110</td>
<td>Insulation</td>
<td>4</td>
</tr>
<tr>
<td>07 6600</td>
<td>Flashing and Sheet Metal</td>
<td>4</td>
</tr>
<tr>
<td>07 9200</td>
<td>Joint Sealants</td>
<td>4</td>
</tr>
<tr>
<td>08 1100</td>
<td>Metal Impact Doors and Frames</td>
<td>6</td>
</tr>
<tr>
<td>08 1170</td>
<td>Swinging Aluminum Frame Impact Doors</td>
<td>6</td>
</tr>
<tr>
<td>08 1410</td>
<td>Wood Doors and Frames</td>
<td>8</td>
</tr>
<tr>
<td>08 1724</td>
<td>Patio Door Assemblies</td>
<td>9</td>
</tr>
<tr>
<td>08 3213</td>
<td>Sliding Impact Aluminum Framed Glass Doors</td>
<td>9</td>
</tr>
<tr>
<td>08 3216</td>
<td>Sliding Vinyl Framed Impact Glass Doors</td>
<td>8</td>
</tr>
<tr>
<td>08 4113</td>
<td>Aluminum Framed Folding Door System</td>
<td>6</td>
</tr>
<tr>
<td>08 5113</td>
<td>Aluminum Impact Windows</td>
<td>11</td>
</tr>
<tr>
<td>08 5170</td>
<td>Aluminum Interior Storm Windows</td>
<td>6</td>
</tr>
<tr>
<td>08 5313</td>
<td>Vinyl Impact Windows</td>
<td>11</td>
</tr>
<tr>
<td>08 7100</td>
<td>Door Hardware</td>
<td>7</td>
</tr>
<tr>
<td>08 8000</td>
<td>Glazing</td>
<td>5</td>
</tr>
<tr>
<td>09 2200</td>
<td>Plaster Repairs</td>
<td>6</td>
</tr>
<tr>
<td>09 2900</td>
<td>Gypsum Board</td>
<td>4</td>
</tr>
<tr>
<td>09 9100</td>
<td>Painting</td>
<td>9</td>
</tr>
<tr>
<td>15800</td>
<td>Air Conditioning</td>
<td>4</td>
</tr>
<tr>
<td>16001</td>
<td>Electrical</td>
<td>10</td>
</tr>
</tbody>
</table>
A-1 AIRPORT AND AIRWAY IMPROVEMENT PROGRAM PROJECT.

The work in this contract is included in Airport Improvements Project No. FLL2010-8 which is being undertaken and accomplished by the Broward County Aviation Department in accordance with the terms and conditions of grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-2 CONSENT TO ASSIGNMENT.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 CONVICT LABOR.

No convict labor may be employed under this contract.

A-4 VETERANS PREFERENCE.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515 (c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5 WITHHOLDING: SPONSOR FROM CONTRACTOR.

Whether or not payments or advances to the Broward County Aviation Department are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 NONPAYMENT OF WAGES.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Broward County Aviation Department may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA INSPECTION AND REVIEW.
The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in this contract.

A-8 SUBCONTRACTS.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 CONTRACT TERMINATION.

Any violations or breach of the terms of this contract on the part of the contractor or 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. (49 CFR Part 18).

A-10 INSPECTION OF RECORDS.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11 RIGHTS TO INVENTIONS.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12 GENERAL CIVIL RIGHTS PROVISIONS.

The contractor assures that it will comply with pertinent statues, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

SECTION B

DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)

B-1 MINIMUM WAGES.

(a) All laborers and mechanics employed or working upon the site of the work will be
paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B-1)(d) of this section; also, regular contributions made or cost incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, with out regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1)(b) of the section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bonafide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standard Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the
classification or their representatives and the contracting officer do no agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B-1)(b)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 WITHHOLDING.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including any apprentices, trainees, or helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to a pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 PAYROLLS AND BASIC RECORDS.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct
classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wage of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (29 CFR 5.5(a)(3)(i) Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "State of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wages rates and fringe benefits or cash equivalents for the classification of work performed, as specified wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b)(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 APPRENTICES AND TRAINEES.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid no less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency, recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until all acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed
pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determination that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilized trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 COMPLIANCE WITH COPELAND ACT REQUIREMENTS.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 SUBCONTRACTS.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS.

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 DISPUTES CONCERNING LABOR STANDARDS.

Disputes arising out the labor standards provision of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the
procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor or the employees or their representatives.

B-9 CERTIFICATION OF ELIGIBILITY.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, U.S.C. 1001.

B-10 CONTRACT TERMINATION: DEBARMENT.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

SECTION C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(29 CFR PART 5)

C-1 OVERTIME REQUIREMENTS.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such labor or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in paragraph C-1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.
C-3 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.

The Federal Aviation Administration or the Sponsor shall upon written request of an authorized representative of the Department of labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4 SUBCONTRACTORS.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-2 through C-4.

C-5 WORKING CONDITIONS.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION D

EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

D-1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin.

D-3 The contractor will send to each labor union or representative of workers with which he
has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1956, or by rules and regulations, or order of the Secretary of Labor, or as otherwise provided by law.

D-7 The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraph D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION E

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1 Any other provisions herein to the contrary notwithstanding, the contractor in caring out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
E-2 Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

SECTION F

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(41 CFR 60-43)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original
peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

(4) American Indian or Alaskan native (all persons having original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification.

2. Whenever the contractor, or any subcontractor at any tier, subcontract a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female to make utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantial progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action
obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to school with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Governments contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy us being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated
trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION G

CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference as is and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract
sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

b. Cancellation, termination, or suspension or the contract, in whole or in part.

1. Incorporation of Provision. The contractor shall include the provisions of paragraph 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION H

TERMINATION OF CONTRACT
(49 CFR PART 18)

1. Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notices, 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 progress, delivered to the Sponsor.

2. If the termination is for convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the Contractor's obligation, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
SECTION I
BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
( AVIATION SAFETY AND CAPACITY EXPANSION ACT OF 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors materialmen, and suppliers in the performance of this contract, except those:

(1) that the U.S. Department Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U.S. Department Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

SECTION J
MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER HAZARDOUS ENERGY SOURCES

For projects involving electrical energy or other hazardous energy sources, the Contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended that an unannounced inspection be performed by the airport sponsor or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.
VENDOR'S LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION)

THIS FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF COUNTY'S REQUEST.

Provide this Information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.

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

Note: the Information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

Purchasing Division (9/9/09)
EXHIBIT B (EXECUTED AT FINAL PAYMENT)

BROWARD COUNTY
FLORIDA
FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

Date:

To: Vendor/Firm Name

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: Project Title, Contract Number

For tracking purposes, the attached list of non-certified 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” (Attachment B) 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 non-certified 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.

_____ There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

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.
EXHIBIT B (CONTINUED)

Notary Public:

(Signature)  

(Print Name)  

Expires:__/__/  
(Seal)

Commission No: ____________  

State of ________________ at
EXHIBIT C
NOTICE OF LIEN WAIVER
(Form required for each Property)

STATE OF FLORIDA
COUNTY OF BROWARD

Name of Homeowner ___________________________ Home Phone ___________

Property Address _________________________________

City ___________________ State ___________________ Zip ___________

Parcel # ___ S _______ Subdivision __________ Lot __ , __________ Subdivision

Contract Date ___________________________________________________________________

Final Inspection Date __________________________________________________________________

On this _____ day of _____________, 20 ____, before me personally appeared ________________________, Contractor, to me personally known, who being duly sworn on his oath, did say that all of the persons, firms and corporations, including general contractors and all subcontractors, who have furnished services, labor or materials according to the plans and specifications, or extra items used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full or will be paid in full no later than sixty (60) days from the date a bill is rendered for such services, labor or materials and that such work has been fully completed and accepted by the owner, and further that said owner has paid the contract price in full, the receipt of which is hereby acknowledged. Affiant further says that no claims have been made to affiant by, nor is any suit pending on behalf of any contractors, subcontractors, laborers or materialmen, and further that no chattel mortgages or other security devices have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises. Affiant as a party does for valuable consideration hereby agree and guarantee to hold the owner of said real estate, his successors, heirs and assigns, harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman and against chattel mortgages or beneficiaries under other security devices in conjunction with the construction of such buildings or improvements on said real estate.

The real estate and improvements referred to herein are situated in the COUNTY of BROWARD, State of FLORIDA, and are described as follows:

Lot __________________________ Subdivision _______________

Contractor: ________________________________

SWORN TO AND SUBSCRIBED before me on the date first above written.

NOTARY PUBLIC My commission expires _____________

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
EXHIBIT D to AFFIDAVIT

BACKGROUND SCREENING STANDARDS

1. All persons who will be providing services or working under the RESIDENTIAL SOUND INSULATION PILOT PROGRAM BETWEEN BROWARD COUNTY AND ____________, BID CONTRACT# ____________, at any privately-owned property pursuant to the Contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services and as a condition to continuing to provide such work or services.

2. Background screening checks shall require that a person shall not have been found guilty of, regardless of adjudication, or entering a plea of nolo contendere or guilty to the following type of offenses (including felony and misdemeanor) indicated below, whether in the State of Florida or any other jurisdiction:

   (a) Murder, manslaughter, aggravated manslaughter, homicide;
   (b) Aggravated assault, assault, battery, or aggravated battery;
   (c) Sexual misconduct of any type;
   (d) Kidnapping or false imprisonment;
   (e) Lewd and lascivious offenses;
   (f) Drug offenses;
   (g) Abuse, neglect, negligent treatment, exploitation, or contributing to the delinquency or dependency of a child.
   (h) Abuse, neglect, negligent treatment, or exploitation of an adult.
   (i) Burglary, theft, robbery, and related crimes.
   (j) Arson, embezzlement, violent acts, prostitution, willful destruction of property
   (j) Any felony offense not identified above.

3. All persons subject to fingerprinting and criminal background checks shall be re-screened annually; however, in the event a person previously screened ceases to provide work or services to CONTRACTOR or its subcontractors, for more than ninety (90) days, CONTRACTOR shall be required to re-screen the person or ensure that the person is re-screened in accordance with the requirements set forth herein prior to allowing the person to again provide services or work at any privately-owned property.

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
privately-owned property.

4. CONTRACTOR shall not permit any person to provide services or work under the Agreement at any privately-owned property, who does not meet the fingerprinting and criminal background screening requirements set forth herein. The fingerprinting and criminal background checks shall be conducted in accordance with the requirements set forth herein. CONTRACTOR shall not permit any person deemed ineligible based on an offense listed above, to provide any work or services for CONTRACTOR under the Agreement at any privately-owned property.

5. CONTRACTOR shall conduct a Florida and nationwide criminal background check for any person required to have such background screening hereunder, through a law enforcement agency, or a Professional Background Screener accredited by the National Association of Professional Background Screeners (NAPBS) who shall be provided a copy of this Exhibit "D" by CONTRACTOR. The Professional Background Screener shall provide a comprehensive report, and analysis, obtained from no less than two (2) independent databases/sources and shall also include whether the person screened is listed as a sexual predator/sexual offender on the FDLE Sexual Offender/Predator Registry for Florida and the Department of Justice, National Sexual Offender Public Registry. For purposes hereof, a Professional Background Screener shall refer to any person, company, organization or agency, which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

6. CONTRACTOR shall maintain copies of the results of the criminal background checks required for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.

7. In the event CONTRACTOR obtains, or is provided, supplemental criminal background information, including without limitation police reports or arrest information, after execution of this Agreement, which potentially disqualifies a person previously deemed eligible by CONTRACTOR to provide work or services under the Agreement, CONTRACTOR shall promptly notify COUNTY of such matter. CONTRACTOR shall take immediate action to review the matter; however, during such review time until a determination of eligibility is made by CONTRACTOR, CONTRACTOR shall immediately cease allowing the person to provide services or work under the Agreement at any privately-owned property. Additionally, CONTRACTOR shall be required to inform any person background-screened who is providing work or services under the Agreement, to notify CONTRACTOR within forty-eight (48) hours of any arrest which has occurred after the person was deemed eligible to provide services or work at any privately-owned property.
EXHIBIT D to AFFIDAVIT (continued)

owned property.

8. CONTRACTOR is required to submit to COUNTY's Contract Administrator, on a monthly basis, an Affidavit, in the form hereof, affirming the persons listed in the Affidavit have completed the required fingerprinting and background screening and have been deemed eligible by CONTRACTOR to provide services or work at any privately-owned property. CONTRACTOR's monthly Affidavit shall update information from the previous Affidavit by annually reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, if applicable, to specifically identify new persons providing work or services at any privately-owned property.

9. The COUNTY's Contract Administrator may, in his or her discretion, permit CONTRACTOR to furnish the monthly Affidavit required above in a signed electronic format. CONTRACTOR shall maintain copies of all Affidavits for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.
EXHIBIT E
AFFIDAVIT CRIMINAL BACKGROUND SCREENING

CONTRACT TITLE: RESIDENTIAL SOUND INSULATION PILOT PROGRAM CONTRACT
BETWEEN BROWARD COUNTY AND:

CONTRACTOR'S NAME: __________________________ DATE: ___________

By signing this form, I am swearing or affirming that: (i) all individuals providing work or services to
COUNTY under the above-referenced Contract, within or on any privately-owned property, have
been fingerprinted and background screened in accordance with the background screening
requirements set forth in the attached Exhibit "D"; and (ii) based on the results of such screening,
such persons have been deemed eligible by CONTRACTOR to provide work or services as
described in the Contract. The information contained in this Affidavit is up-to-date as of the date
this Affidavit is furnished to COUNTY's Contract Administrator per the requirements of the
Contract.

All individuals providing work of services to COUNTY under the above-referenced Agreement,
within or on any privately-owned property, are listed below under categories 1 and 2 below. Each
individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1)
of the following categories:

1. Previously screened and deemed eligible.
   [Insert list of individuals]

2. New individuals screened and deemed eligible.
   [Insert list of individuals]

3. Individuals no longer providing services for Contractor under the Agreement at any privately-
owned property.
   [Insert list of individuals]

________________________________________
Signature of Affiant

Sworn to and subscribed before me this ___ day of ________________, 20___.

My commission expires ___________________________
NOTARY PUBLIC, STATE OF FLORIDA
My signature, as Notary Public, verifies the Affiant's identification has been validated by

________________________________________

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
EXHIBIT F
BIDDER'S OPPORTUNITY LIST

The purpose of this form is to obtain information to develop and maintain a list of all prime Vendors and subcontractors/subconsultants participating or attempting to participate in County sponsored DOT-assisted contracts. Broward County needs this information to maintain a bidders list as required by federal law. The information is not a matter of responsiveness and thus may be included in your bid submittal package or after bid submission.

Prime Vendor Information

1. Federal Tax ID Number: ____________________

2. Firm Name: ____________________________________________

3. Phone: ____________________

4. Address: ____________________________________________

5. Year Firm Established: ________

6. □ DBE  □ Non-DBE

7. Type of work bid on: (please be specific in regard to the type of work)
   ____________________________________________
   ____________________________________________

8. Annual Gross Receipts
   □ Less than $200,000
   □ $200,001 - $500,000
   □ $500,001 - less than $1 million
   □ $1 million - less than $5 million
   □ $5 million - less than $10 million
   □ $10 million - less than $20 million
   □ $20 million - less than $50 million
   □ $50 million - less than $100 million
   □ $100 million - less than $500 million
   □ $500 million - less than $1 billion
   □ Over $1 billion

9. Ethnic Categories
   □ B (Black American)
   □ H (Hispanic American)
   □ NA (Native American)
   □ Subcont. Asian American
   □ Asian Pacific American
   □ Non- Minority Women
   □ Other (i.e., not of any other group listed above)
EXHIBIT F
BIDDER'S OPPORTUNITY LIST (continued)

Subcontractor/Subconsultant Information
(Provide this information for any sub vendor(s) who provided the prime vendor with a bid or quote to perform work on the project; or any sub vendor(s) solicited by the prime vendor to provide a bid or quote.)

1. Federal Tax ID Number: ____________________

2. Firm Name: ________________________________

3. Phone: _______________________

4. Address: __________________________________

5. Year Firm Established: _________

6. □ DBE
   □ Non-DBE

7. □ Subcontractor
   □ Subconsultant

8. Type of work bid on: (please be specific in regard to the type of work)
   ___________________________________________

9. Annual Gross Receipts
   □ Less than $200,000
   □ $200,001 - $500,000
   □ $500,001 - less than $1 million
   □ $1 million - less than $5 million
   □ $5 million - less than $10 million
   □ $10 million - less than $20 million
   □ $20 million - less than $50 million
   □ $50 million - less than $100 million
   □ $100 million - less than $500 million
   □ $500 million - less than $1 billion
   □ Over $1 billion

10. Ethnic Categories
    □ B (Black American)
    □ H (Hispanic American)
    □ NA (Native American)
    □ Subcont. Asian American
    □ Asian Pacific American
    □ Non- Minority Women
    □ Other (i.e., not of any other group listed above)

CAF#170 FAA (01-07-10) Residential Sound Insulation Pilot 3800B
Notwithstanding anything to the contrary contained in the Agreement, the following payment provisions in compliance with Chapter 218, Florida Statutes known as the Local Government Prompt Payment Act, shall control.

All requests for payment including monthly billings shall be made to:

Jacques Beaumier, Project Manager

100 Aviation Blvd.

Ft. Lauderdale, FL

33305

All such billings or requests for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the Contractor may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the contract requirements, the local government entity must reject the invoice within 20 business days after the date stamped received and said rejection must specify the deficiency and the action necessary to make the Invoice proper. If the contractor submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between BCAD and the Contractor cannot be resolved as set forth above, the dispute must be resolved in accordance with the dispute resolution procedure set forth in Section 12 of the General Conditions, Section 00800.