CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Residential Sound Insulation Program - Group 3800 M2

for the

Aviation Department

BROWARD COUNTY, FLORIDA

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: PNC2115850C1
# TABLE OF CONTENTS

TABLE OF CONTENTS .................................................................................................................. 2  
SECTION 1 - CONTRACT EXECUTION .................................................................................. 6  
SECTION 2 - SUMMARY OF TERMS AND CONDITIONS ...................................................... 7  
SECTION 3 - GENERAL CONDITIONS ............................................................................... 9  
Article 1: Contract Definitions ............................................................................................... 9  
Article 2: Intention of COUNTY .............................................................................................. 12  
Article 3: Separate Contracts .................................................................................................. 12  
Article 4: Interpretation of the Contract ................................................................................... 13  
Article 5: Contract Time ......................................................................................................... 13  
Article 6: Contract Documents ............................................................................................... 16  
Article 7: CONTRACTOR to Check Plans, Specifications, and Data ................................. 16  
Article 8: Prosecution of the Work .......................................................................................... 17  
Article 9: Supervision ............................................................................................................ 17  
Article 10: Labor and Materials .............................................................................................. 17  
Article 11: Temporary Offsite Facilities – Warehouse Storage ............................................. 18  
Article 12: Maintenance of Traffic .......................................................................................... 18  
Article 13: Location and Damage to Existing Utilities .......................................................... 18  
Article 14: Safety and Protection ............................................................................................ 19  
Article 15: Substitutions ......................................................................................................... 20  
Article 16: Shop Drawings ..................................................................................................... 21  
Article 17: Field Layout of the Work ...................................................................................... 22  
Article 18: Project Records and Right to Audit ...................................................................... 22  
Article 19: Assignment and Performance .............................................................................. 26  
Article 20: Subcontracts ......................................................................................................... 26  
Article 21: Progress Payments ............................................................................................... 27  
Article 22: Changes in the Work or Terms of Contract Documents ....................................... 29  
Article 23: Field Orders and Supplemental Instructions ...................................................... 30  
Article 24: Allowance Accounts ......................................................................................... 30  
Article 25: Change Orders ..................................................................................................... 30  

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
Article 26: Value of Changed Work .................................................................30
Article 27: No Damages for Delay, Non-Excusable And Excusable Delays ......................34
Article 28: Severe Weather ........................................................................36
Article 29: Notification and Claim for Change of Contract Time or Base Amount ..........36
Article 30: Inspection and Testing ................................................................38
Article 31: Defective Work and Non-Conforming Work ........................................39
Article 32: Substantial Completion .................................................................40
Article 33: Guarantees And Warranties ..........................................................41
Article 34: Clean Up .....................................................................................41
Article 35: Final Acceptance and Final Payment ..................................................41
Article 36: Performance Bond and Payment Bond ...............................................42
Article 37: Indemnification ............................................................................43
Article 38: Suspension of Work .....................................................................44
Article 39: Termination ..................................................................................44
Article 40: Compliance With Laws ..................................................................46
Article 41: Permits and Fees ..........................................................................46
Article 42: Royalties and Patents .....................................................................46
Article 43: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial .................46
Article 44: EEO and OESBD Compliance ........................................................47
Article 45: Notices .........................................................................................48

SECTION 4 - SPECIAL PROVISIONS ..................................................................49
SPECIAL PROVISION 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE ....................................................................................................................50
SPECIAL PROVISION 2: DAVIS-BACON WAGE RATES ........................................52
SPECIAL PROVISION 3: (DOMESTIC PARTNERSHIP REQUIREMENT) ..................66
SPECIAL PROVISION 4: INSURANCE REQUIREMENTS ...........................................67
SPECIAL PROVISION 5: (BUILDING INFORMATION MODELING) ..........................69
SPECIAL PROVISION 6: (LEED AND SUSTAINABLE BUILDINGS) .........................70
SPECIAL PROVISION 7: (DISPUTE AVOIDANCE PANEL) .......................................71
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS ........................................72
SPECIAL PROVISION 9: (FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS) .................................................................142
SPECIAL PROVISION 10: (FDOT CONTRACT PROVISIONS) ..................................143
<table>
<thead>
<tr>
<th>Provision</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIAL PROVISION 11: (PROVISIONS PERTAINING TO AIRPORT PROJECTS)</td>
<td>144</td>
</tr>
<tr>
<td>SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS</td>
<td>145</td>
</tr>
<tr>
<td>SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS</td>
<td>154</td>
</tr>
<tr>
<td>FORM GC-1: MONTHLY DBE UTILIZATION REPORT</td>
<td>155</td>
</tr>
<tr>
<td>FORM GC-2: FINAL DBE UTILIZATION REPORT</td>
<td>156</td>
</tr>
<tr>
<td>FORM GC-3: STATEMENT OF COMPLIANCE (DAVIS BACON WAGE RATE)</td>
<td>157</td>
</tr>
<tr>
<td>FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS</td>
<td>158</td>
</tr>
<tr>
<td>FORM GC-5 CONSENT OF SURETY – CHANGE ORDER</td>
<td>159</td>
</tr>
<tr>
<td>FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION</td>
<td>160</td>
</tr>
<tr>
<td>FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR</td>
<td>161</td>
</tr>
<tr>
<td>FORM GC-8: SUBCONTRACTOR RELEASE OF CLAIM</td>
<td>162</td>
</tr>
<tr>
<td>FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS</td>
<td>163</td>
</tr>
<tr>
<td>FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS</td>
<td>164</td>
</tr>
<tr>
<td>FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS</td>
<td>165</td>
</tr>
<tr>
<td>FORM GC-9: FINAL LIST OF CERTIFIED (DBE) AND NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS</td>
<td>166</td>
</tr>
<tr>
<td>FORM GC-10: PERFORMANCE BOND</td>
<td>168</td>
</tr>
<tr>
<td>FORM GC-11-1: RESIDENTIAL SOUND INSULATION PAYMENT BOND</td>
<td>170</td>
</tr>
<tr>
<td>FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL</td>
<td>172</td>
</tr>
<tr>
<td>FORM GC-12: CHANGE ORDER</td>
<td>173</td>
</tr>
<tr>
<td>SECTION 5 – Addenda</td>
<td>174</td>
</tr>
</tbody>
</table>
The following items are provided under separate cover:

Volume 1 – Project Manual & Specifications
Volume 2 – Design Drawings
Volume 3 – Detail Drawings
Volume 4 – Asbestos Reports
Volume 5 – Lead Based Paint Reports
Volume 6 – Elevation Certificates
SECTION 1 - CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24th day of April, 2018, and CONTRACTOR, signing by and through its authorized representative.

COUNTY ADMINISTRATOR ATTEST:
County Administrator and Ex-Officio Clerk of the Board of County Commissioners

[Signature] 4-11-18  
Bertha Henry  
Print Name

COUNTY RISK MANAGER:
Approved as to surety company qualifications, insurance requirements and insurance documentation

[Signature] 5-11-18  
Tracy Meyer, Esq.  
Aviation Risk Manager

COUNTY ATTORNEY:
Approved as to form by
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 SW 15th Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telex: (954) 359-1292

[Signature] 5-11-18  
Alexander J. Williams, Jr., Esq.  
Assistant County Attorney

COUNTY MAYOR or VICE-MAYOR:

[Signature] 4-11-18  
Beam Furr  
Print Name

CONTRACTOR:

[Signature] 4-11-18  
Douglas R. Masch Jr., President  
Name of Contractor  
Signature

23 Day of April, 2018  
Print Name and Title of Signer

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

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

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2</td>
<td>NTP #1</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td>Submit Preconstruction Work Submittals</td>
<td>15 calendar days from 1st NTP</td>
</tr>
<tr>
<td>5.3.3</td>
<td>Preconstruction Work Completion</td>
<td>160 calendar days from 1st NTP</td>
</tr>
<tr>
<td>5.4</td>
<td>NTP #2</td>
<td></td>
</tr>
<tr>
<td>5.4.3</td>
<td>Individual Parcel Substantial Completion</td>
<td>10 working days from the Project Initiation Date in the 2nd NTP - start of the individual parcel. $250 per calendar day</td>
</tr>
<tr>
<td>5.4.4</td>
<td>Individual Parcel Final Completion</td>
<td>10 working days from the Individual Parcel Substantial Completion $125 per calendar day</td>
</tr>
<tr>
<td>5.4.5</td>
<td>Contract Substantial Completion</td>
<td>280 calendar days from the Project Initiation Date in the 2nd NTP $250 per calendar day</td>
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<tr>
<td>5.4.6</td>
<td>Final Completion</td>
<td>60 calendar days from Substantial Completion</td>
</tr>
<tr>
<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>25%</td>
</tr>
<tr>
<td>27.6</td>
<td>Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The parties designate the following as the respective places for giving of notice:

<table>
<thead>
<tr>
<th>For County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broward County Aviation Department</td>
</tr>
<tr>
<td>Marc Gambrill, P.E., A.A.E.</td>
</tr>
<tr>
<td>Aviation Chief Development Officer</td>
</tr>
<tr>
<td>2200 SW 45 St, Suite 101</td>
</tr>
<tr>
<td>Dania Beach, FL 33312</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEC Contracting Group, Inc.</td>
</tr>
<tr>
<td>Doug Masch, President</td>
</tr>
<tr>
<td>1560 Matthew Drive, Suite B</td>
</tr>
<tr>
<td>Fort Myers, FL 33907</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SP-1B</th>
<th>Disadvantaged Business Enterprise (DBE) commitment</th>
<th>As awarded 20.08%</th>
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<tbody>
<tr>
<td>ITB, Form 2: Schedule of Prices Bid</td>
<td>Contract Base Amount</td>
<td>$5,777,907.32</td>
</tr>
<tr>
<td></td>
<td>Permit Pass-Thru</td>
<td>$386,673.00</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Contract Price</td>
<td>$6,164,580.32</td>
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</tbody>
</table>
SECTION 3 - GENERAL CONDITIONS

Article 1: Contract Definitions

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

1.1. Allowance Account: NOT APPLICABLE TO THIS CONTRACT.

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

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

1.4. Claim: A request for additional compensation or time which has been rejected by the COUNTY and resubmitted by the CONTRACTOR for evaluation in accordance with the Contract Documents.

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

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

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

1.8. Contract Documents or Contract: The official documents setting forth the requirements and contractual obligations for the Project, including the Summary of Terms and Conditions, General Conditions, Special Provisions, Plans, Technical Specifications 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid submission and Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted
1.9. **Contract Price**: The original amount established in the award by COUNTY, inclusive of Allowance Accounts, as may be amended by Change Order.

1.10. **Contract Price Element Adjustment Memorandum (CPEAM)**: **NOT APPLICABLE TO THIS CONTRACT.**

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

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

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

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

1.15. **COUNTY Representative**: An authorized representative of the COUNTY identified in a written notice to CONTRACTOR.

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

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

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

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

1.20. **Final Completion**: The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by COUNTY; any other documents required to be
provided by CONTRACTOR have been received by COUNTY; and the Work has been fully completed in accordance with the Contract Documents. Individual Parcel Final Completion is Final Completion of a particular residential unit.

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

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

1.23. Materials: Materials incorporated in this Project.


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

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

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

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

1.29. Public Art: Artwork created under The Public Art and Design Program ("Public Art Program") established and codified in Section 1-88 of the Broward County Code of Ordinances, as amended.
1.30. Second Notice to Proceed: The written notice of CONTRACTOR authorizing commencement of construction Work. The Contract Time shall commence on the Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.

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

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

1.33. Surety: The entity which is bound by the performance bond and payment bond with and for CONTRACTOR.

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

Article 2: Intention of COUNTY

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

Article 3: Separate Contracts

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

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

Article 4: Interpretation of the Contract

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

4.2. Where there is a conflict between any provision in the Contract Documents and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.3. For coordination of contract, plans and specifications, see FAA provision 50-03.

Article 5: Contract Time

5.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the COUNTY and two or more Notices to Proceed issued by the COUNTY. 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.

5.2. A Preconstruction Meeting will be held to discuss procedures for conducting the Work, including, but not limited to designating individuals to receive communications for required submissions, inspections and approvals; for processing Applications for Payment; and, to establish a working understanding among the parties as to the Work.

5.3. First Notice to Proceed.

5.3.1. The First Notice to Proceed (NTP#1) will be issued to the CONTRACTOR after the Preconstruction meeting. Preconstruction work shall commence upon Issuance of NTP#1.

5.3.2. Within fifteen (15) calendar days of NTP#1, CONTRACTOR shall submit to COUNTY all of the following items in hard copy and electronic format for approval and commence the necessary steps toward obtaining all the permits necessary for construction of this project:
5.3.2.1.1. A project schedule and a list of items for which product approval and shop drawings are needed in compliance with the requirements of Division 1.

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

5.3.2.1.3. CONTRACTOR shall meet and coordinate with all utility owners and secure from them a schedule of utility relocation, modification, connection or reconnection. COUNTY shall not be responsible for the nonperformance by the utility owners.

5.3.3. Within One Hundred Sixty (160) Calendar Days from NTP #1, CONTRACTOR shall have secured the approval of all shop drawings and manufacturers' product data by the Architect/Engineer of Record.

5.3.4. Within One Hundred Twenty (120) Calendar Days from NTP #1, CONTRACTOR shall have submitted to authorities having jurisdiction, fully executed permit applications for all portions of the Work, with copies to the COUNTY and secured approved permits for no less than the first thirteen (13) homes enabling construction to commence according to the construction schedule. All subsequent permit comments, the issued permit and permit invoice shall all be submitted to the County. Contractor shall continually work towards securing permits for all homes so as to achieve the overall substantial and final completion dates.

5.3.5. Fifteen (15) calendar days prior to commencing construction, CONTRACTOR shall submit a complete list of the CONTRACTOR's and subcontractors' staff that will be involved with this project, including evidence of completed fingerprinting and criminal background screening.

5.3.6. Fifteen (15) calendar days prior to commencing construction CONTRACTOR shall submit its initial DBE Utilization Report and a copy of all the executed subcontracts.

5.3.7. Issuance of NTP #2 is contingent upon acquisition of issued permits identified in 5.3.4.

5.4. Second Notice to Proceed:

5.4.1. After a Second Preconstruction Meeting, CONTRACTOR may begin to perform the balance of the Work on the Project Initiation Date specified in the Second Notice to Proceed.
5.4.2. Time is of the essence throughout this Contract. Failure to complete the tasks authorized by the Second Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, COUNTY may assess Liquidated Damages. The liquidated amount is set forth in the Section 2-Summary of Terms and Conditions.

5.4.3. Upon failure of CONTRACTOR to achieve Individual Parcel Substantial Completion within the required time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Individual Parcel Substantial Completion is achieved.

5.4.4. Upon failure of CONTRACTOR to achieve Individual Parcel Final Completion within the required time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Individual Parcel Final Completion.

5.4.5. Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Substantial Contract Completion. The liquidated amount is set forth in the Section 2-Summary of Terms and Conditions.

5.4.6. After Substantial Completion, should CONTRACTOR fail to complete the remaining Work within the time specified for Final Completion, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Final Contract Completion. The liquidated amount is set forth in the Section 2-Summary of Terms and Conditions.

5.5. The liquidated amounts are not penalties but are Liquidated Damages to COUNTY for costs incurred due to CONTRACTOR's untimely performance. Liquidated Damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. By submitting a bid, CONTRACTOR acknowledges that the amounts established for Liquidated Damages for preconstruction Work, Substantial Completion, Final Completion, and any intermediate Milestones are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. CONTRACTOR waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the COUNTY as a result of CONTRACTOR's untimely performance.

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

5.7. CONTRACTOR, in addition to being responsible to COUNTY for Liquidated Damages for untimely performance, shall reimburse COUNTY for all costs incurred by COUNTY to repair, restore, or complete the Work and for all costs incurred in administering the construction of the Project beyond the completion dates specified above, plus approved time extensions. All such costs shall be deducted from the monies otherwise due CONTRACTOR for performance of Work under this Contract by means of unilateral credit Change Orders issued by COUNTY.

Article 6: Contract Documents

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

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

6.3. CONTRACTOR shall be furnished, free of charge, the number of copies of the Contract Documents established in Division 1, two (2) of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives on the Project site. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

6.4. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings and other Contract Documents. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to COUNTY for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the COUNTY.

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

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

CONTRACTOR shall inspect conditions under which Work is to be performed and verify all dimensions, quantities and details shown on the plans, specifications or other data received from COUNTY, and shall notify COUNTY of all errors, omissions and discrepancies found therein prior to the COUNTY's issuance of the Second Notice to Proceed. Failure to notify County of reasonably identifiable errors, omissions, or discrepancies prior to issuance of the Second Notice to Proceed shall preclude Claims for Compensable Excusable Delay associated with such items. The Contract Base Amount shall be deemed to include the...
most expensive or comprehensive material or system so as to deliver a complete and functional facility.

Article 8: Prosecution of the Work

8.1. The CONTRACTOR shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours, including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly updated progress schedule. If, in the opinion of the COUNTY Representative, the CONTRACTOR, due to its own action, falls behind in meeting the baseline schedule as presented in the current monthly updated progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve its progress, and the COUNTY Representative may require the CONTRACTOR to increase the hours of work, the number of shifts, the amount of supervision, overtime operations or the amount of construction equipment without additional cost to the COUNTY.

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

Article 9: Supervision

9.1. CONTRACTOR shall employ on the Project during its progress a full-time competent English speaking project manager and field superintendent satisfactory to COUNTY. The project manager and field superintendent shall be present at the project location for the duration of project and not be changed except with the written consent of COUNTY, unless the project manager or the superintendent proves to be unsatisfactory to CONTRACTOR or ceases to be in its employ.

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

9.3. If CONTRACTOR finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, CONTRACTOR shall immediately inform COUNTY, in writing.

Article 10: Labor and Materials

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

10.2. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.
Article 11: Temporary Offsite Facilities – Warehouse Storage

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

11.2 Contractor shall provide warehouse space that meets or exceeds the manufacturers' specifications for storage of all products prior to installation at individual parcels.

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

11.4 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.

11.5 Contractor must provide COUNTY with the prospective warehouse owner's property and general liability coverage for approval prior to any construction materials or equipment being stored at the warehouse. Insurance must include fire coverage on its property insurance policy.

Article 12: Maintenance of Traffic

CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with pedestrian, vehicular, marine or air traffic without the written consent of the proper authorities.

Article 13: Location and Damage to Existing Utilities

13.1. COUNTY does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the Drawings or encountered in the Work. CONTRACTOR shall identify and locate all underground and overhead utility lines, facilities, structures, or equipment affecting or affected by the Project. Any inaccuracy or omission in such information will not relieve the CONTRACTOR of its responsibility to protect such existing features.

13.2. The CONTRACTOR shall notify each utility, facility, structure, or equipment company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility, facility, structure, or equipment which may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by the CONTRACTOR. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling.
13.3. The CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the CONTRACTOR for any loss of time or delay caused by private utility owners.

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

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

Article 14: Safety and Protection

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

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

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

14.4. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to herein, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.
14.5. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of unsafe activities or practices which may lead to accidents.

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

Article 15: Substitutions

15.1. CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to COUNTY in writing. No substitute will be allowed without a Change Order that adjusts the Contract Price or Contract Time. CONTRACTOR agrees to pay all COUNTY's expenses related to COUNTY's review of the request for substitution. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including COUNTY expenses for review. COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

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

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

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

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

15.6. Requests For Substitutions

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

15.6.2. Identify product by Specifications section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
15.6.3. List similar projects using product, dates of installation, and names of the owner and consultant.

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

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

15.6.6. List availability of maintenance services and replacement materials.

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

15.7. CONTRACTOR Representations

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

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

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

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

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

Article 16: Shop Drawings

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

16.2. By the date specified in the First Notice to Proceed, CONTRACTOR shall submit to COUNTY a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list shall not relieve CONTRACTOR from submitting complete Shop Drawings, in accordance with the Contract Documents.

16.3. CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
16.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each copy shall show this approval.

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

16.6. COUNTY's review of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been reviewed and approved.

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

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

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

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

Article 17: Field Layout of the Work

CONTRACTOR shall maintain lines and grades in the field. CONTRACTOR shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. CONTRACTOR shall deliver these records in good order to COUNTY as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once “as-builts” are completed and accepted, no further submittals will be required.

Article 18: Project Records and Right to Audit

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

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

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

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

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

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Article 41. Second Party shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

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

IF SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BROWARD COUNTY AVIATION DEPARTMENT, CUSTODIAN OF PUBLIC RECORDS, Jalaine Chambers, Office Manager, Airport Development, at (954) 359-2581, JCHAMBERS@BROWARD.ORG, 2200 SW 45TH ST, SUITE 101, Dania Beach, FL 33312.

18.2 Contractor shall preserve all Records (as defined herein) pertinent to this Agreement for the required retention period specified by Florida law or for a minimum period of three (3) years after Final Completion, or whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.
18.3 Records for all contracts, specifically including, but not limited to, lump sum contracts (i.e., fixed-price or stipulated sum contracts), unit price, cost-plus, or time and materials contracts, with or without guaranteed maximum (or not-to-exceed) amounts shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any County representative or any outside representative engaged by County for the purpose of examining such records. County, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after Final Completion, or longer if required by law. County's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

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

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

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

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

<table>
<thead>
<tr>
<th>Type of Record</th>
<th>File format</th>
</tr>
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<tbody>
<tr>
<td>Monthly Job Cost Detail</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Detailed Job Cost History To Date</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project</td>
<td>.pdf</td>
</tr>
<tr>
<td>Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project</td>
<td>.pdf</td>
</tr>
<tr>
<td>Daily Superintendent Reports</td>
<td>.pdf</td>
</tr>
<tr>
<td>Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)</td>
<td>.pdf and Excel</td>
</tr>
<tr>
<td>Copies of Executed Subcontracts with all Subcontractors</td>
<td>.pdf</td>
</tr>
<tr>
<td>Copies of all executed Change Orders issued to Subcontractors</td>
<td>.pdf</td>
</tr>
</tbody>
</table>
18.4 Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

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

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

**Article 19: Assignment and Performance**

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

**Article 20: Subcontracts**

20.1. CONTRACTOR shall have a continuing obligation to notify COUNTY of any change in Subcontractors.

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

20.3. CONTRACTOR shall not employ any Subcontractor debarred under COUNTY procedures.

20.4. CONTRACTOR shall be fully responsible for all acts or omissions of Subcontractors in connection with the Work. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and COUNTY, or any obligation on the part of COUNTY to pay any Subcontractor.
20.5. CONTRACTOR agrees to bind every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

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

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

Article 21: Progress Payments

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

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

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

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

21.2.3. A release of claims from each Subcontractor, material suppliers and from CONTRACTOR relative to the Work which was the subject of previous pay applications;

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

21.2.5. A completed Statement of Wage Compliance Form;

21.2.6. A Monthly Utilization Report Form;

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

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

21.3. Payment for Stored Material

21.3.1. Notwithstanding any provision to the contrary, payment for materials and equipment stored off-site intended for use in the project will only be made in accordance with this provision. An amount equal to one
hundred percent (100%) of the invoiced amount of the materials and equipment, may be submitted on a progress Application for Payment when the materials and equipment are delivered and suitably stored at the project warehouse. The invoiced amount is the actual invoice amount of the invoice billed to CONTRACTOR. Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment. CONTRACTOR will be required to execute a transfer of title satisfactory to COUNTY, furnish COUNTY evidence that the material so stored is insured against loss by damage or disappearance, and provide a modified consent of surety which acknowledges payment for stored materials. For additional requirements, see FAA General Provision 90-07.

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

21.5. Retainage

The COUNTY shall withhold ten percent (10%) retainage from each progress payment to the CONTRACTOR until the overall Work has been substantially completed. If practicable, and upon request, COUNTY may consider incremental acceptance of a portion of the Work and release applicable retainage. After Substantial Completion and after completion of all items on the punch list, the CONTRACTOR may submit a payment request for reduction and payment of retainage. It shall be the COUNTY's sole determination as to whether any of the items on the punch list have been completed. For items deemed not to have been completed, the COUNTY may withhold funds up to one and one-half times the total cost to complete such items. Prior to final payment and at the sole discretion of the CONTRACT ADMINISTRATOR, COUNTY may release retainage to CONTRACTOR.

If payment of retainage to the CONTRACTOR is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers no later than ten (10) calendar days after receipt of payment of retained amounts from the COUNTY.

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

21.6.1. Defective work not remedied.

21.6.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or COUNTY because of CONTRACTOR's performance.
21.6.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for materials or labor.

21.6.4. Damage to another contractor not remedied or damage to other COUNTY property not remedied.

21.6.5. Liquidated Damages.

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

21.6.7. Failure to perform Contract requirements.

21.7. CONTRACTOR shall at all times keep the private property and individual residential units free of liens and claims of liens. Should any liens arise out of this Work, CONTRACTOR shall on demand cause it to be released or transferred to a bond satisfactory to COUNTY.

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

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

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

22.3. Prior to the COUNTY's issuance of either a Change Order for extra Work or time, CONTRACTOR shall disclose any ownership relationships with any Subcontractors proposed to be doing the extra Work.

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

22.5. CONTRACTOR shall submit an estimate within 14 calendar days after receipt of the proposal request. CONTRACTOR shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum, CONTRACTOR shall provide data in connection with the items included in "Cost of Work" in the Article, "Value of Changed Work."

22.6. The CONTRACTOR shall maintain its price quote for acceptance by the COUNTY for a minimum of 90 calendar days after submittal. The cost or credit to the COUNTY for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The CONTRACTOR shall not be compensated for efforts expended in preparing and submitting price quotes.
Article 23: Field Orders and Supplemental Instructions

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

Article 24: Allowance Accounts

NOT APPLICABLE TO THIS CONTRACT

Article 25: Change Orders

25.1. Changes in the Contract Price shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.

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

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

25.4. No Change Order shall take effect until CONTRACTOR delivers a Consent of Surety increasing the Payment and Performance Bonds by the amount of the Change Order.

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

Article 26: Value of Changed Work

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

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

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

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

26.2. Unit Price Calculation:

26.2.1. When unit prices are included in the Contract, COUNTY shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the Schedule of Prices Bid. The number of units contained in the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order. Unit prices shall be full compensation for all costs, including overhead and profit, associated with completion of the Unit in full conformity with the requirements as stated in the Contract Documents.

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

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

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

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

26.3. Lump Sum Calculation:

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

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall include only the following items:
26.4.1.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order; payroll costs for employees not employed full time on the changed Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries or wages at straight or overtime rates plus the cost of applicable fringe benefits which shall include social security contributions, unemployment and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Employees shall not include superintendents and forepersons at the site. Overtime shall be included in the above only to the extent previously authorized by COUNTY in writing.

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

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

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

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

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

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

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

26.4.2.1. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

26.4.2.2. Costs to correct defective Work, disposal of materials or equipment wrongly supplied, and restoring any damage to property.
26.4.2.3. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the changed Work.

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

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

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

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

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

26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, CONTRACTOR's fee shall be seven and one half percent (7.5%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds. If a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Subcontractor as a fee for Overhead and Profit shall not exceed ten percent (10%). This shall be the maximum Overhead and Profit recoverable for changed Work by the CONTRACTOR and its Subcontractors, Sub-Subcontractors and suppliers at all tiers.

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

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

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

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

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

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

26.6.2.2 Quantities of materials, prices, and extensions.

26.6.2.3 Transportation of materials.

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

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

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

27.1. Except as provided in this Article, CONTRACTOR shall not be entitled to any damages for Delay. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against COUNTY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference, not merely negligence, on the part of COUNTY or its CONSULTANT. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

27.3. Non-Excusable Delay. Any Delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of the CONTRACTOR or any Subcontractor, materialman, supplier or vendor to the CONTRACTOR. Delays in obtaining permits caused by the CONTRACTOR's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the CONTRACTOR to Liquidated Damages.

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

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

27.6. Compensable Excusable Delay:

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

27.6.2. Caused solely by fraud, bad faith or active interference, not merely negligence, on the part of COUNTY or its CONSULTANT; and,

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

27.7. Non-Compensable Excusable Delay:

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

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

27.7.3. Non-Compensable Excusable Delay may be caused jointly or concurrently by the CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors and by the COUNTY or the CONSULTANT, or
27.7.4. Non-Compensable Excusable Delay may be caused by performance of additional unit price Work that extends the Contract Time.

27.8. Weather may be grounds for Non-compensable Excusable Delay when rains or other inclement weather conditions or related adverse soil conditions result in CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted updated progress schedule.

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

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

Article 28: Severe Weather

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

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

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

29.1. Any request for additional time or compensation shall be made by written notice to the COUNTY within two (2) days of the commencement of the event giving rise to the request. Within fourteen (14) days of the termination of the event, or such longer period of time as authorized by the COUNTY in writing, CONTRACTOR shall submit all documentation supporting the request for additional cost or time. The request shall include CONTRACTOR's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.2. All requests and Claims for increases to the Contract Time or Contract Base Amount shall be waived if not submitted in strict accordance with the requirements of the Contract Documents, the satisfaction of which shall be conditions precedent to entitlement.
29.3. Each Claim must include a description of the disputed work, the amount sought by the CONTRACTOR and the number of days of Delay sought by the CONTRACTOR. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. The COUNTY shall be entitled to review additional job records to evaluate the submitted claim.

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

29.5. Unless a different period of time is agreed upon, CONSULTANT shall notify the CONTRACT ADMINISTRATOR and CONTRACTOR in writing of CONSULTANT’s decision within fourteen (14) calendar days from the date of the receipt of the claim. All non-technical administrative disputes, shall be determined by the CONTRACT ADMINISTRATOR. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, and CONTRACT ADMINISTRATOR shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. CONTRACTOR may not refuse to perform work that is the subject of a dispute or a Claim.

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

29.7. Reservation of Claim Amounts and Time.

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

29.7.2. If the COUNTY agrees to pay a portion of a Claim, the CONTRACTOR may reserve the remaining portion of the Claim by executing a conditional release in a Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.
29.7.3. CONTRACTOR may not refuse to complete work that is the subject of a dispute or a Claim. 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, or 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.

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

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

Article 30: Inspection and Testing

30.1. COUNTY shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.

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

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

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

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

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

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

Article 31: Defective Work and Non-Conforming Work

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

31.2. CONTRACTOR shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including the cost of testing laboratories and personnel.

31.3. Should CONTRACTOR fail or refuse to remove or correct any defective Work in accordance with the requirements of the Contract Documents within the time indicated in writing by COUNTY, COUNTY may cause the defective Work to be removed or corrected at CONTRACTOR’s expense. Any expense incurred by COUNTY in making such removals, corrections or repairs shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. Additionally, COUNTY may terminate CONTRACTOR for cause.

31.4. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the Contract Documents, any of the Work is found to be not in accordance with the Contract Documents, CONTRACTOR, within ten (10) days after written notice from COUNTY, shall correct such defective or nonconforming Work without cost to COUNTY, or shall provide a plan acceptable to the COUNTY for the prompt correction of such defective or nonconforming Work. If CONTRACTOR fails to correct defective or nonconforming Work timely, COUNTY may charge CONTRACTOR for the cost of correction. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents.
31.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate COUNTY to Final Acceptance, or waive COUNTY's rights with regard to latent defects.

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

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

Article 32: Substantial Completion

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

32.1.1. The COUNTY shall develop, and the CONTRACTOR shall review, the list of items of Work to be completed or corrected by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents.

32.1.2. CONTRACTOR shall deliver all executed warranties.

32.1.3. CONTRACTOR shall deliver all as-built drawings.

32.1.4. CONTRACTOR shall deliver operation and maintenance manuals.

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

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

32.1.7. CONTRACTOR shall satisfy all other requirements of the Contract Documents.

32.2. After Substantial Completion is established, CONTRACTOR may invoice for retainage provided that COUNTY will retain up to 150% of the value of the items to be corrected or completed by CONTRACTOR.
Article 33: Guarantees And Warranties

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

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

33.3. If the CONTRACTOR fails to act within ten (10) days, the COUNTY may have the repairs performed by others at the expense of the CONTRACTOR.

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

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

Article 34: Clean Up

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

Article 35: Final Acceptance and Final Payment

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

35.2. Before requesting final payment, CONTRACTOR shall deliver to COUNTY: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, “FINAL LIST OF CERTIFIED (CBE or DBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS.”
35.3. Final payment shall be made only after the COUNTY has reviewed and approved the Final payment package. CONTRACTOR's acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR.

Article 36: Performance Bond and Payment Bond

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

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

36.3. Each Bond shall continue in effect for one (1) year after Final Completion of the Work.

36.4. Qualification of Surety for Bonds over Five Hundred Thousand Dollars ($500,000.00):

36.4.1. Each bond must be executed by a surety company in good standing with the Florida Office of Insurance Regulation and adequate rating from A.M. Best indicated in these Contract Documents, 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.

36.4.2. 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 223.11.) Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

36.4.3. The COUNTY will accept a surety bond from a company in accordance with the requirements set forth below; 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:
Policy- Financial holder’s Size

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<th>Category</th>
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<tr>
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<td>Class III</td>
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<tr>
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</tr>
<tr>
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36.4.4. 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 form so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

36.4.5. More stringent requirements may be specified in Division 1.

Article 37: Indemnification

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

37.2. Sums otherwise due CONTRACTOR under this Contract may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.
Article 38: Suspension of Work

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

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

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

Article 39: Termination

39.1. Termination for Cause by COUNTY- If CONTRACTOR breaches any provision of the Contract Documents; COUNTY may give written notice of the breach to CONTRACTOR and its Surety, allowing CONTRACTOR to cure the breach within ten (10) days. If CONTRACTOR fails to cure the breach within the ten (10) day period, COUNTY may terminate CONTRACTOR for cause and exclude CONTRACTOR from the Project site. At the end of the ten (10) day period, all materials and equipment left on the site are deemed abandoned by the CONTRACTOR. CONTRACTOR shall not be entitled to receive any further payment.

39.1.1. COUNTY may make demand on the Surety to complete the Work without further agreement (including but not limited to any takeover agreement). Alternatively, in its sole discretion, COUNTY may complete the Project, or any portion of the Project. All damages, costs, credits, and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR or Surety. In case the damages and expenses so incurred by COUNTY exceed the unpaid balance, then CONTRACTOR and Surety shall be jointly and severally liable and shall pay to COUNTY the amount of said excess. Termination for cause shall not extend the Contract Time. If a termination for cause shall be found by a court to be improper, then the termination shall be deemed to be a termination for convenience.

39.1.2. Without limiting the COUNTY’s right to terminate for cause stated in this Article, COUNTY may terminate CONTRACTOR for cause upon the occurrence of any of the following:

39.1.2.1. Disqualification of CONTRACTOR as a CBE/DBE firm by the COUNTY if CONTRACTOR’s status as CBE/DBE firm was a factor in the award of
39.1.2.2. Fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE/DBE contractual obligations.

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

See Section 80-09 of the FAA General Provisions contained within this Agreement for additional rights as it relates to Termination for Default.

39.2. Termination for Convenience by COUNTY

This Contract, in whole or part, may be terminated for convenience in writing by COUNTY upon at least ten (10) days’ written notice to CONTRACTOR of intent to terminate on the date specified in the written notice, as follows:

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

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

See Special Provision 8, FAA Provisions, for additional rights as it relates to Termination for Convenience.
Article 40: Compliance With Laws

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

40.2. CONTRACTOR shall pay all applicable taxes required by law.

Article 41: Permits and Fees

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

41.2. CONTRACTOR shall maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons and Subcontractors working on the Project for whom a Certificate of Competency is required.

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

Article 42: Royalties and Patents

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

Article 43: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

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

Article 44: EEO and OESBD Compliance

44.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all requirements of the CBE/DBE Program, as applicable, in the award and administration of this Agreement. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

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

44.3. CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16%, as may be amended from time to time. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

44.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
Article 45: Notices

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

(The remainder of this page is intentionally left blank.)
SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.
SPECIAL PROVISION 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

1. Project Funding: This Project will be funded in part by one or more grants from the Federal Aviation Administration (FAA) and this project must comply with Title 49 of the Code of Federal Regulations (CFR) Part 26 pertaining to compliance with DBE requirements, the implementing rules of the US Department of Transportation, and Broward County’s Disadvantaged Business Enterprise Program Plan, as may be amended from time to time.

   Contract Assurance (§ 26.13) - 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 DOT 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.

Since this project is funded at least in part using FAA funds, it is the policy of COUNTY to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, can compete fairly for opportunities to participate as Subcontractors and suppliers on all contracts awarded by the COUNTY to ensure a level playing field. Broward County fully supports the federal government's Disadvantaged Business Enterprises Program.

The CONTRACTOR has committed to twenty point zero eight percent (20.08 %) DBE Participation.

2. Prior approval of OESBD must be obtained to add or change a DBE subcontractor

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

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

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

6. Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 shall become a part of your Contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of these Contract Documents, the clauses set forth in this Section shall control.
6.1 Compliance monitoring will be conducted to determine if the CONTRACTOR and its Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County's DBE Program Plan, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

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

6.3 The CONTRACTOR agrees to submit a Monthly DBE Utilization Report to the Contract Administrator with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE Subcontractors.

6.4 The CONTRACTOR agrees to submit a Final DBE Utilization 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.

6.5 Nondiscrimination – The CONTRACTOR, sub recipient, 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.

7. Prompt Payment – CONTRACTOR agrees to pay its subcontractors and suppliers within ten (10) calendar days following receipt of payment from County for work satisfactorily completed by the Subcontractors that is not disputed by CONTRACTOR. CONTRACTOR further agrees, if CONTRACTOR has withheld retainage from its Subcontractors, to release such retainage to such Subcontractors for satisfactory completion of accepted work within ten (10) calendar days after receipt of payment of retained amounts from the COUNTY. Where practicable, and upon request, COUNTY may make incremental acceptance of a portion of a prime contract and release applicable retainage, in that event, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. For purposes of this provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by COUNTY. A finding of nonpayment to Subcontractors and suppliers is a material breach of this contract.
SPECIAL PROVISION 2: DAVIS-BACON WAGE RATES

General Decision Number: FL180099 01/05/2018 FL99

Superseded General Decision Number: FL20170099

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).

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

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

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ELEC0728-002 03/01/2017

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<td>ELECTRICIAN .......... $ 30.50 11.43</td>
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ENGI0487-012 07/01/2013

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<tr>
<td>OPERATOR: Backhoe .......... $ 28.32 8.80</td>
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</table>

OPERATOR: Crane

All Tower Cranes (Must have 2 operators) Mobile,
Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib)
Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & 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; &
All Type of Flying Cranes...$ 29.05 8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro
Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice).........$ 28.32 8.80

OPERATOR: Oiler..............$ 22.99 8.80
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL...$ 24.89 10.10

LABORERS

Common or General.........$ 14.50 4.92
Plaster Tender............$ 15.00 4.92

PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).......$ 16.21 9.61
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<td>SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation) $23.50</td>
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<td>BRICKLAYER $20.00</td>
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<td>CARPENTER, Includes Cabinet Installation (Excludes Drywall Hanging) $21.17</td>
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<td>CEMENT MASON/CONCRETE FINISHER $16.19</td>
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Bid No. PNC21158500C1 Residential Sound Insulation Program - Group 3800 M2
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<td>DRYWALL HANGER</td>
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<td>FENCE ERECTOR</td>
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<td>GLAZIER</td>
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<td>LABORER: Pipelayer</td>
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<td>LABORER: Roof Tearoff</td>
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Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
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<td>OPERATOR: Excavator</td>
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<td>OPERATOR: Grader/Blade</td>
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<tr>
<td>PLUMBER</td>
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ROOFER, Includes Built Up,
Modified Bitumen, and Shake &
Shingle Roofs (Excludes Metal
Roofs)........................... $14.50 0.00

ROOFER: Metal Roof......... $16.99 0.00

TILE SETTER............... $16.65 0.00

TRUCK DRIVER, Includes Dump
Truck........................... $10.22 0.00

TRUCK DRIVER: Lowboy Truck...... $12.10 0.00

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

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

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

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

================================================================
END OF GENERAL DECISION
SPECIAL PROVISION 3: (DOMESTIC PARTNERSHIP REQUIREMENT) NOT APPLICABLE

NOT USED
SPECIAL PROVISION 4: INSURANCE REQUIREMENTS

1. THE SPECIFIC INSURANCE COVERAGE REQUIREMENTS FOR THIS PROJECT ARE IDENTIFIED IN THE INSTRUCTIONS TO BIDDERS SUPPLEMENT, WHICH IS A PART OF THE CONTRACT DOCUMENTS.

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

3. The policy (ies) must be endorsed to provide the COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.

4. CONTRACTOR shall furnish to the COUNTY Representative, Certificates of Insurance or endorsements evidencing the insurance coverage specified 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 the bid document, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.

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

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

7. COUNTY and Consultant are to be expressly included as Additional Insureds in the name of Broward County and Consultant with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and Consultant as additional insureds.

8. CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

9. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
10. Notice of Cancellation and/or Restriction--The policy (ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation or non-renewal and/or restriction. COUNTY reserves the right to require a certified copy of such policies upon request.

(The remainder of this page is intentionally left blank.)
SPECIAL PROVISION 5: (BUILDING INFORMATION MODELING) – NOT APPLICABLE

NOT USED
SPECIAL PROVISION 6: (LEED AND SUSTAINABLE BUILDINGS) – NOT APPLICABLE

NOT USED
SPECIAL PROVISION 7: (DISPUTE-AVOIDANCE PANEL) – NOT APPLICABLE

NOT USED
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

Federal Aviation Administration Required Contract Provisions

ACCESS TO RECORDS AND REPORTS

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

See 41 CFR part 60-4 and Executive Order 11246

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Timetables
   A. Goals for minority participation for each trade [sponsor must insert established goal from solicitation]
   B. Goals for female participation in each trade (6.9%)

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority
or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**BUY AMERICAN PREFERENCE**

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

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

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

Title VI SOLICITATION NOTICE:

The Broward County Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements 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 procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to
ascertain compliance with such Nondiscrimination Acts and Authorities and instructions.
Where any information required of a contractor is in the exclusive possession of another
who fails or refuses to furnish the information, the contractor will so certify to the sponsor
or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has
made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the
Non-discrimination provisions of this contract, the sponsor will impose such contract
sanctions as it or the Federal Aviation Administration may determine to be appropriate,
including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor
      complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs
one through six in every subcontract, including procurements of materials and leases of
equipment, unless exempt by the Acts, the Regulations and directives issued pursuant
thereto. The contractor will take action with respect to any subcontract or procurement as
the sponsor or the Federal Aviation Administration may direct as a means of enforcing
such provisions including sanctions for noncompliance. Provided, that if the contractor
becomes involved in, or is threatened with litigation by a subcontractor, or supplier
because of such direction, the contractor may request the sponsor to enter into any
litigation to protect the interests of the sponsor. In addition, the contractor may request
the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors
in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-
discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits
discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department
  of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
  (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has
  been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended,
  (prohibits discrimination on the basis of disability); and 49 CFR part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

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

Contractor must include this requirement in all subcontracts that exceeds $150,000.
CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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 laborer 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.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 violation of the clause set forth in paragraph 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 (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Owner 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 any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (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 (1) through (4) of this section.
COPELAND “ANTI-KICKBACK” ACT

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) 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 such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs 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, without 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 (1)(ii) of this 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.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 78 of 175  RSI BCF 170  10.10.17kd
shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) 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 Standards 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.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes 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.

(iv) 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

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 79 of 175

RSI BCF 170 10.10.17kd
contractor to set aside in a separate account assets for the meeting of obligations under the plan
or program.

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 apprentices,
trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages
required by the contract. In the event of failure to 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.

3. Payrolls and basic records.

(i) 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 wages 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed
a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract,
but if the agency is not such a party, the contractor will submit the payrolls to the applicant,
sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration.
The payrolls submitted shall set out accurately and completely all of the information required to
be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347/Instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;

(2) 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 have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) 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 (3)(ii)(B) of this section.

(D) 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 and Section 231 of Title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) 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.

4. Apprentices and Trainees.

(i) 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 U.S. 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 not 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 on the wage 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 journeyman 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 an acceptable program is approved.
(ii) 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, evidenced 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 determines 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 that 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 utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) 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.

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.


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.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.


Disputes arising out of the labor standards provisions 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.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an 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).

(ii) 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).


CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

**DISADVANTAGED BUSINESS ENTERPRISES**

See, SPECIAL PROVISION 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE above.

**DISTRACTED DRIVING/TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION REQUIREMENTS**

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

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

(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, orientation, gender identity or national origin. Such action 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 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.

(2) The contractor will, in all solicitations 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, or national origin.

(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.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(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.

(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 procedures 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, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 subcontractor 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.
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS

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 origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts 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.
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 take 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 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 substantially uniform 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 non-working 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 shall 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 onsite
      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/or 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; and 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 onsite 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 schools 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 tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, 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 at least of 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 non-segregated 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 supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). 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 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes 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 non-
minority. Consequently, if the 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 Government 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 18.7 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 is 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force
and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

** LOBBYING AND INFLUENCING FEDERAL EMPLOYEES **

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

** PROHIBITION OF SEGREGATED FACILITIES **

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 92 of 175
(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

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

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents
prior to the effective date of termination;

b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (CONSTRUCTION)**

See Section 80-09 of the FAA General Provisions (FAA Advisory Circular 150/5370-10) contained within this Agreement which establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

**TRADE RESTRICTION CLAUSE**

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

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

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor:

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

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

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

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

VETERAN'S PREFERENCE

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

The following General Provisions apply to this solicitation: Only Sections: 10, 40, 50, 60, 70, 80 and 90, as herein modified.

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

Section 10 Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

10-29 Lighting. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-30 Major and minor contract items. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 10
Section 40 Scope of Work

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

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

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

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

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.
40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

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

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

40-06 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

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

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

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

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

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

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

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

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

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

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

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.
It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

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

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

END OF SECTION 40

SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

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

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

50-04 Cooperation of Contractor. The Contractor will be supplied with two (2) copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.
The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-05 Cooperation between contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

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

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 Construction layout and stakes. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor’s guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

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

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

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

Construction Staking and Layout includes but is not limited to:

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

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

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

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

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

definitions:

Pavement areas:

a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
   (1) Runways — each paving lane width
   (2) Taxiways — each paving lane width
   (3) Holding areas — each paving lane width
c. After finish paving operations at 50-foot (15-m) stations:
   (1) All paved areas — Edge of each paving lane prior to next paving lot
d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
e. Fence lines at 100-foot (30-m) stations minimum.
f. Electrical and Communications System locations, lines and grades including but not limited
to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs),
Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones,
Distance Markers (signs), pull boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5-inch PK nails) marked for paint Contractor.
(All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or
grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).
The establishment of Survey Control and/or reestablishment of survey control shall be by a State
Licensed Land Surveyor.

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

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

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

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

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

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

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

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

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

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

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor’s expense.

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

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

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

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

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

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

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

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

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

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

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

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

Nothing in this subsection shall be construed as a waiver of the Contractor’s right to dispute final payment based on differences in measurements or computations.

50-17 Cost reduction incentive. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of $100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

    a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.
    b. An itemization of the contract requirements that must be changed if the proposal is adopted.
    c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.
    d. A statement of the time by which a change order adopting the proposal must be issued.
e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may 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. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50
SECTION 60 CONTROL OF MATERIALS

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

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

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

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

a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,

b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: [___].

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

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

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

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

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

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

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

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

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

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

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

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

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer’s field office.** The Contractor shall furnish for the duration of the project one building for the use of the field Engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. The Contractor shall furnish [facsimile (FAX) machine, photocopier machine, water, sanitary facilities, heat, air conditioning, and electricity]. The Contractor and the Contractor’s superintendent shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials used into the work. [An Engineer’s field office is not required.]

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

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

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.
70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

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

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

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

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

70-05 Federal aid participation. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner’s request to the FAA. In consideration of the United States Government’s (FAA’s) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.
No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

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

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

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

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

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

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

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

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

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

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards
prior to commencing work that requires such erection and shall maintain the barricades, warning
signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

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

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

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

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

70-10 Protection and restoration of property and landscape. The Contractor shall be
responsible for the preservation of all public and private property, and shall protect carefully from
disturbance or damage all land monuments and property markers until the Engineer has
witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during
the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or
method of executing the work, or at any time due to defective work or materials, and said
responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or
on account of any act, omission, neglect, or misconduct in the execution of the work, or in
consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his
or her own expense, such property to a condition similar or equal to that existing before such
damage or injury was done, by repairing, or otherwise restoring as may be directed, or the
Contractor shall make good such damage or injury in an acceptable manner.
70-11 Responsibility for damage claims. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

[---]

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

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.
The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

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

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

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

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

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

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans, and the Owners are indicated as follows: [——].
It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

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

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

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

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

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

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

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.
70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

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

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point of Contact through the airport [Owner] [operator] [manager] a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

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

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least [25%] percent of the total contract cost.
Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

All workers shall have sufficient skill and experience to perform properly the work assigned to
them. Workers engaged in special work or skilled work shall have sufficient experience in such
work and in the operation of the equipment required to perform the work satisfactorily.

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

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and
sufficient personnel for the proper execution of the work, the Engineer may suspend the work by
written notice until compliance with such orders.
All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer’s order to suspend work to the effective date of the Engineer’s order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer’s order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor’s claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.
If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

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

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted in accordance with the requirements of the Contract Documents, as follows:

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

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

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

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

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

  (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50.15 titled FINAL ACCEPTANCE of Section 50.

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

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20.05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time...
shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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

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

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

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

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering and consulting services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract. The assessment of liquidated damages shall be governed by Article 5 of the Contract.
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The maximum construction time allowed for Schedules [__] will be the sum of the time allowed for individual schedules but not more than [__] days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 80
SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water-level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MBFM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.
Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.
90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Subject to Articles 22, 25 and 26 of the Contract, Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

Article 21 of the Contract and Special Provision 1 shall govern retainage and its release.

[—Insert retainage option here—]
The Owner has three options in determining whether retainage will be withheld on the project. Insert the clauses for the option that applies and delete the clauses for the other two options.

**Option 3:** The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner’s payment to the prime Contractor. If Option 3 is selected, the percent withheld may not exceed 10%. And if Option 3 is selected, insert the following clause and specify amounts where indicated:

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. A subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, [insert amount of retainage, not to exceed 10 percent] percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor’s option) in the subsection 00-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance [insert balance] of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 00-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner’s discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.
No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Subject to and in strict accordance with Article 21.3 of the Contract, Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

   a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
   b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
   c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
   d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
   e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner’s payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.
**90-08 Payment of withheld funds.** At the Contractor’s option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner’s deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

Article 21 of the Contract and Special Provision 1 shall govern retainage and its release.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer’s final estimate or advise the Engineer of the Contractor’s objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor’s receipt of the Engineer’s final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer’s estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer’s final estimate, and after the Engineer’s receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.
90-10 Construction warranty. Guarantees and Warranties required by the Contract Documents are contained within Article 33 of the Contract and the Project Specifications.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

   (1) The Contractor's failure to conform to contract requirements; or
   
   (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within [seven (7)] days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within [14] days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Project closeout. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.


l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90
SPECIAL PROVISION 9: (FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS) – NOT APPLICABLE

NOT USED
SPECIAL PROVISION 10: (FDOT CONTRACT PROVISIONS) – NOT APPLICABLE

NOT USED
BROWARD COUNTY AVIATION DEPARTMENT (BCAD)

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB) and physical drives.

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. Prior to commencing work under any Contract, the Consultant/Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services. BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:
http://www.broward.org/Airport/Business/Standards

(A) General Requirements:

1) All work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.

2) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an
(B) **Software Formats:**

**CAD Format**

1) Provide all CAD data in Autodesk, Inc.’s AutoCAD release 2013 or later for Windows in native .DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.

2) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

**GIS Format**

3) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.

4) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.

5) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.

6) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD’s request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant’s/Contractor’s written explanation.

**Additional Deliverable Requirements**

7) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.

8) Non-geospatial database delivered with CAD/GIS files must be provided in relational
database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (E) (1) below, “Non-Graphical Format”, for additional requirements for non-geospatial databases.

9) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.

10) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:


(C) Standards:

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

2) CAD files should be named as described in BCAD’s CAD Standard.

3) Layering:
   a) CAD layers must be named according to BCAD’s CAD Standard.
   b) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD’s CAD standard and advance written BCAD approval.
   c) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

4) Attribute Definitions:
   a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
   b) CAD data shall be attributed following Section 4.2, “Object Data”, of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD
Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.

5) Conformance:
   a) No deviations from BCAD’s established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD’s Contract Administrator.
   b) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County’s uses and information systems.
   c) Building Information Modeling (BIM) files should conform to BCAD’s BIM guidelines and standards.

(D) Digital Photography:

Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.

1) Photographs should be oriented properly for viewing without rotating the image (i.e., “up” should appear at the top).

2) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

(E) Non-Graphic Format:

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

2) ADA Compliance. As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, et seq., and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.

   a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County’s website, including but not limited to fill.net.

      1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.
2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County’s website.

b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

(F) Delivery Media and Format:

1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.

2) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).

3) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor, and certified as per submittal requirements in Section (H)(2)(c) below.

4) The electronic media shall be in the format which can be readily read and processed by the BCAD’s target CAD/GIS systems.

5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:

a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of interest (RLI) number.

b) The Facility Name (e.g. “Fort Lauderdale - Hollywood International Airport” or “North Perry Airport”)

c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.

d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.

e) Special requirements for Sensitive Security Information (SSI):

1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.

2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder,
containing SSI as defined by 49 CFR 1520. WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

6) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:

a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.

b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.

c) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.

d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.

e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.

g) Do not bind or explode any drawing references such as blocks and XREFs.

h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.
(G) Drawing Development Documentation:

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

(H) Submittal:

1) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).

2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
   a) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
   b) Brief instructions for transferring the files from the media.
   c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
   d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

   (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date.
documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

(2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.

(3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.

(4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.

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

(6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.

(7) Provide the following information for each finished drawing in a PDF document:

(a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).

(b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).

(c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.

(d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.

(e) Text fonts, line styles\types used, and GIS layer file settings.

(i) Ownership:

1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.

2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
3) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

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

1) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. “Consultant” or “Consultant/Contractor” refers to the planning, engineering, design, and/or survey firm or entity. “Contractor” refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:

   a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.

   b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.

   c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

(K) Other Digital Information:

1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

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SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.
**FORM GC-1: MONTHLY DBE UTILIZATION REPORT**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**MONTHLY DBE UTILIZATION REPORT**

<table>
<thead>
<tr>
<th>CONTRACT #:</th>
<th>CONTRACT AMT.:</th>
<th>DATE FORM SUBMITTED:</th>
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**PROJECT TITLE:**

**PRIME CONTRACTOR:**

**CONTACT PERSON:**

**SUBCONTRACTING INFORMATION**

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

<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</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
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**NON-DBE Subcontractor**

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<th>NON-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</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
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Total Amt. Paid to DBE Firms

Total Amt. paid to Non-DBE Firms


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

Signature

Date

**Note:** The information provided herein is subject to verification by the Office of Economic and Small Business Development.
FORM GC-2: FINAL DBE UTILIZATION REPORT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

<table>
<thead>
<tr>
<th>CONTRACTS</th>
<th>CONTRACT AMT.</th>
<th>DATE FORM SUBMITTED</th>
<th>PROJECT COMPLETION DATE</th>
<th>AMT. PAID TO PRIME</th>
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<td>PRIME CONTRACTOR</td>
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<td>CONTACT PERSON</td>
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SUBCONTRACTING INFORMATION
All Payments made to DBE Firms 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>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
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<tr>
<th>NON-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>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
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<td>Total Amt. paid to Non-DBE Firms</td>
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I declare that the information submitted in this report is accurate and complete to the best of my knowledge.

Signature: [Signature]
Title: [Title]
Date: [Date]

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

CDBG Compliance FCOV DBF&M-02013

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
Page 156 of 175
RSI BCF 170 10.10.17kd
FORM GC-3: STATEMENT OF COMPLIANCE (DAVIS BACON WAGE RATE)

No. ______________________
Contract No. ______________________
Project Title ________________________________________

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

Dated ____________, 20__

By __________________________
(Signature)

By __________________________
(Name and Title)

STATE OF ________
SS.
COUNTY OF ________

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

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

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(Print Name of officer taking acknowledgment)

________________________________________
(Title or rank)

My commission expires:

(Serial number, if any)
FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS

Consent of Surety to Pay Application for Payment

PROJECT NAME: ___________________ PROJECT NO.: __
CONTRACTOR: ____________________________
A/E CONSULTANT: __________________________ 
Attachment to Application for Payment No. ________ dated ______
in the amount of $ _____________

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

(Subcontractor/material supplier name and telephone number) (amount of claim)
$ ____________________________
$ ____________________________
$ ____________________________
$ ____________________________
$ ____________________________

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

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

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

Attest:
Witnesses:__________________________ Surety:__________________________
__________________________________ Signature of Authorized
Representative ____________________________ Title: ____________________________

(Seal)

Attachment: Surety Power of Attorney
FORM GC-5 CONSENT OF SURETY – CHANGE ORDER

CONSENT OF SURETY AND INCREASE OF PENALTY

<table>
<thead>
<tr>
<th>1. CONTRACT NUMBER</th>
<th>2. MODIFICATION NUMBER</th>
<th>3. DATED</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>5. NAME OF SURETY(IES)</th>
<th>6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
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<td>B.</td>
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<thead>
<tr>
<th>8. INDIVIDUAL PRINCIPAL</th>
</tr>
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<tbody>
<tr>
<td>A. BUSINESS ADDRESS</td>
</tr>
<tr>
<td>B. SIGNATURE</td>
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<td>C. TYPED NAME AND TITLE</td>
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<td>(Affix Seal)</td>
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<td>D. DATE THIS CONSENT EXECUTED</td>
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</table>

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<thead>
<tr>
<th>9. CORPORATE PRINCIPAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CORPORATE NAME AND BUSINESS ADDRESS</td>
</tr>
<tr>
<td>B. PERSON EXECUTING CONSENT (Signature)</td>
</tr>
<tr>
<td>BY</td>
</tr>
<tr>
<td>C. TYPED NAME AND TITLE</td>
</tr>
<tr>
<td>(Affix Corporate Seal)</td>
</tr>
<tr>
<td>D. DATE THIS CONSENT EXECUTED</td>
</tr>
</tbody>
</table>

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

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

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

Add similar signature blocks on the back of this form if necessary for additional co-sureties.
FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (COUNTY): ________________________________

Consultant: ________________________________

Contractor: ________________________________

Contract No. ________________________________

Project (Name and Address): ________________________________

Notice to Proceed Date: _______________ Date of Issuance: _______________

Project or Designated Portion Shall Include:

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

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

CONSULTANT BY DATE ________________________________

In accordance with Section 3.2 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 County Representative, has determined the Work or portion thereof designated by COUNTY is substantially complete and will assume full possession thereof at ________________ (time) on ________________ (date). 

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By County Representative DATE ________________________________

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 160 of 175
FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Contract No. ____________________________

Project Title ____________________________

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.

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

<table>
<thead>
<tr>
<th>Subcontractor name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
</tr>
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<tbody>
<tr>
<td>_____________________________</td>
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Dated _____________, 20___

Contractor

By ________________________ By ________________________
(Signature) (Name and Title)

STATE OF ____________________________
COUNTY OF ____________________________

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

WITNESS my hand and official seal, this ________ day of ____________, 20___.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

>Title or rank

My commission expires: ____________________________

(Serial number, if any)

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 161 of 175

RSI BCF 170 10.10.17kd
FORM GC-8: SUBCONTRACTOR RELEASE OF CLAIM

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and (Contractor) for located at: , hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof through (date), except as follows: (Here list any claims against the Contractor and the amounts thereof. If none, so state.)

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

WITNESS: 
(Signature) 
Printed Name 

SUBCONTRACTOR

(Seal) 
Company Name 
(Signature) 
Printed Name & Title
FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. _______ between Broward County, Florida and ______________________ (Contractor) for located at: __________________________, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through ______ (date), except as follows: (Here list any claims against the County and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ___ day of _____________, 20___

WITNESS: 

(Signature)

Company Name

(Printed Name)

(Signature)

Printed Name & Title

CONTRACTOR

(Seal)

(Signature)

Printed Name
FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

Witness the signature and seal of the undersigned this ___ day of ________________, 20___

__________________________

WITNESS:

__________________________________________
(Signature)

Printed Name

__________________________________________
(Signature)

(Printed Name)

__________________________________________

SUBCONTRACTOR

__________________________________________
(Seal)

Company Name

__________________________________________
(Signature)

(Printed Name & Title)

__________________________________________
(Printed Name)
FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

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

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

________________________

WITNESS:

________________________

CONTRACTOR

(Signature)

Company Name

(Signature)

Printed Name & Title

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 165 of 175
To: CONTRACTOR Name

From: Broward County Purchasing Division

Subject: Final List of Subcontractors/Sub-vendors

Re: Project Title, Contract Number

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

The Prime Vendor certifies the following:

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

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

The foregoing instrument was acknowledged before me this ___ day of __________, 2___.

By ______________________________ (Print Name) as _____________________ (Title) of ______________________________ (Prime Vendor), known to me to be the person described herein, or who produced ______________________________ as identification, and who did/did not take an oath.

Notary Public:

____________________________  (Signature)

____________________________  (Print Name)

(Seal)

Commission No: ______Expires: ___/___/___

State of ______________________________ at Large
FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

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<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE/DBE</th>
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BY THIS BOND, We __________________________, as Principal, hereinafter called Contractor, and __________________________, as Surety, under the assigned Bond Number ________________, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of __________________________ Dollars ($__________) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County in the time and manner prescribed in the Contract; and,

2) Pays County all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and,

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

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

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

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

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

CONTRACTOR:

ATTEST:

__________________________
(Name of Contractor)

__________________________
(Signature and Title)

__________________________
(Corporate Seal)

IN THE PRESENCE OF:

__________________________
(Signature)

__________________________
(Print Name)

__________________________
(Address: ____________________________)

__________________________
(City/State/Zip Code)

__________________________
(Telephone No.: ________________)

SURETY:

By ____________________________
(Agent and Attorney-in-Fact)

__________________________
(Print Name)

__________________________
(Print/Type Name)

__________________________
(Street)

__________________________
(City/State/Zip Code)

__________________________
(Telephone No.: ____________________________)

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
BY THIS BOND, We ______________________, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: ______________________

Phone: ______________________

And ______________________, as Surety, located at:

Business Address: ______________________

Phone: ______________________

under the assigned Bond Number ______________________, and pursuant to Section 255.05 and Section 713.23, Florida Statutes, as applicable, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called "County", in the amount of ______________________ Dollars ($_________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

WHEREAS, CONTRACTOR and Surety acknowledge that the Residential Sound Insulation work to be performed under the Contract is work performed on private property;

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and

2) Promptly makes payments to all persons defined in Section 255.05(1) Florida Statutes who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; and

3) Pays County all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of default by Principal under the Contract; and

Bid No. PNC211585C1 Residential Sound Insulation Program - Group 3800 M2

Page 170 of 175
4) 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.

Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.

No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.

Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

Every claim of lien filed subsequent to execution and delivery of this bond shall be transferred to this bond with the same effect as liens transferred under Section 713.24 Florida Statutes.

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

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

ATTEST: CONTRACTOR:

__________________________
Secretary (Name of Contractor)

__________________________
(Print/Type Name)

__________________________
(Corporate Seal)

IN THE PRESENCE OF:

__________________________
Signature

__________________________
(Print Name)

__________________________
Signature

__________________________
(Print Name)

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2

Page 171 of 175

RSI BCF 170 10.10.17kd
FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

I, ____________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that ____________________________, who signed the Bond on behalf of the Principal, was then ____________________________ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

___________________________ (Seal) as Secretary of ____________________________

(Name of Corporation) (SEAL)

AUTHORIZED REPRESENTATIVE

I, ____________________________, certify that I am the Authorized Representative of the entity named as Principal in the foregoing Performance and Payment Bond; and that pursuant to the power of attorney attached hereto, I executed said Bond on behalf of said entity by authority of its governing body.

___________________________ as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA )

) SS.
COUNTY OF BROWARD )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared ____________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this ____ day of _________________, 20___.

My commission expires: ____________________________

Notary Public, State of Florida at Large

Bonded by ____________________________
FORM GC-12: CHANGE ORDER

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER NO. 99

Project: 9900  -  Project/Contract Name
Contract: 0000000000 Vendor, Name of Vendor
Description of Changes, Revisions Therefore, and Cost and/or Time Changes For Each:
Cost Basis:

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description of Change, calculations detailing costs</th>
<th>$0.00</th>
<th>0</th>
</tr>
</thead>
</table>

In consideration of the County's issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impacts which may result from protracted performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.

Reason: Reason for the change
Cause: Cause of the change

Purchasing Information

<table>
<thead>
<tr>
<th>Original Award:</th>
<th>Approved Amendments:</th>
<th>Approved COs:</th>
<th>Previous Revised:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$999,999.99</td>
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<td>$999,999.99</td>
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<tr>
<td>900 Days</td>
<td>0 Days</td>
<td>0 Days</td>
<td>0 Days</td>
</tr>
</tbody>
</table>

This ESTIMATED Change Order: INCREASE/DECREASE $999,999.99 Number of Days impacted CHANGE

Final Revised Contract: $999,999.99 0 Days

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

MM/DD/YYYY

Preparations may not be exact due to rounding

Source: ContractsCentral
FORM GC-10: PERFORMANCE BOND

Bond No. 100391615

BY THIS BOND, We, DEC Contracting Group, Inc., as Principal, hereinafter called Contractor, and U.S. Specialty Insurance Company, as Surety, under the assigned Bond Number 100391615, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of Six Million One Hundred Sixty Four Dollars ($6,164,580.32) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the 24th day of April, 2018, entered into a Contract, Bld/Contract No.: PNC2115850C1, with County, for construction of Residential Sound Insulation Program Group 3800 M2, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County in the time and manner prescribed in the Contract; and,

2) Pays County all losses, Liquidated Damages, expenses, costs and attorney’s fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and,

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

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

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

Bid No. PNC2115850C1 Residential Sound Insulation Program - Group 3800 M2
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 26th day of April, 2018.

CONTRACTOR:

DEC Contracting Group, Inc.

(Name of Contractor)

By: Douglas R. Maschel
(Signature and Title)

 samsung

(Name of Contractor)

Surety: U.S. Specialty Insurance Company

By: Cheryl R. Coleman, Attorney-in-Fact

Agent and Attorney-In-Fact

Cheryl R. Coleman, Attorney-in-Fact

(Name of Surety)

Address: 13403 Northwest Freeway

(Houston, TX 77040-6094)

Telephone No.: 215-752-1880

IN THE PRESENCE OF:

Jami King, As to Surety

(Print Name)

IN THE PRESENCE OF:

Aviation Department
Tracy Meyer, Esq.
Risk Insurance and contracts Manager

Aviation Department
Tracy Meyer, Esq.
Risk Insurance and contracts Manager

Bid No. PNC211585DC1 Residential Sound Insulation Program - Group 3600 M2

Page 169 of 175
FORM GC-11-1: RESIDENTIAL SOUND INSULATION PAYMENT BOND

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

Business Address: 1560 Matthew Drive, Suite B
Fort Myers, FL 33907

Phone: 239-332-4322

And ___________ as Surety, located at:

Business Address: 13403 Northwest Freeway
Houston, TX 77040-6094

Phone: 215-752-1880

under the assigned Bond Number PNC2115850C1, and pursuant to Section 255.05 and Section 713.23, Florida Statutes, as applicable, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called "County", in the amount of Six Million One Hundred Sixty Four Thousand Five Hundred Eighty and 32/100 Dollars ($6,164,580.32) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement dated the 24th day of April, 2018, entered into a Contract, Bid/Contract No.: PNC2115850C1, with County, for construction of Residential Sound Insulation Program Group 3800 M2, at various private residences located in Broward County, Florida, which Contract Documents are by reference incorporated herein, and for the purposes of this Bond are hereafter referred to as the "Contract";

WHEREAS, CONTRACTOR and Surety acknowledge that the Residential Sound Insulation work to be performed under the Contract is work performed on private property;

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and County, in the time and manner prescribed in the Contract; and

2) Promptly makes payments to all persons defined in Section 255.05(1) Florida Statutes who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; and

3) Pays County all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of default by Principal under the Contract; and
4) 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.

Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.

No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.

Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

Every claim of lien filed subsequent to execution and delivery of this bond shall be transferred to this bond with the same effect as liens transferred under Section 713.24 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 _26th_ day of _April______________, 2018_.

ATTEST:

[Signature]

(D Douglas R. Maschit

(Print/Type Name)

(Corporate Seal)

IN THE PRESENCE OF:

[Signature]

Jami King, As to Surety

(Print Name)

N/A

Signature

N/A

(Print Name)

CONTRACTOR:

DEC Contracting Group, Inc.

(Name of Contractor)

By [Signature and Title]

Douglas R. Maschi

(Presid Title Signed Above)

SURETY: U.S. Specialty Insurance Company

By Cheryl R. Coleman, Attorney-in-Fact

Agent and Attorney-in-Fact

Cheryl R. Coleman, Attorney-in-Fact

(Print/Type Name)

Address: 13403 Northwesl Freeway

(Street)

Houston, TX 77040-6094

(City/State/Zip Code)

Bid No. PNC2115850C1 Residential Sound Insulation Program • Group 3800 H2

Page 171 of 175

Page 171 of 175

RSI BCF 170 10.20.17d
CORPORATE ACKNOWLEDGMENT

State of Florida

County of __________________________

On this 26th day of April, 2018, before me personally came Douglas L. Nash to me known, who being by me duly sworn, did depose and say that he/she is the President of DEC Contracting Group, Inc. the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

My commission expires __________________________

Notary Public

REGINALD DUNN
Notary Public

Notary Commission # CO 099405
EXPIRED: August 20, 2020
Secured Through Notary Services
SURETY ACKNOWLEDGMENT

State of __________ New Jersey __________

County of __________ Union __________

On this 26th day of April, 2018

Before me personally came Cheryl R. Coleman to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of U.S. Specialty Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

RACHAEL A. HURLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 25, 2020

My commission expires

[Signature]

[Notary seal]
KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

CHERYL R. COLEMAN

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100391615, issued in the course of its business and to bind the Company thereby, in an amount not to exceed UNLIMITED. Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 16th day of December 2017.

State of California
County of Los Angeles SS:

By: ________________________

Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 16th day of December 2017, before me, Patricia Kanegawa Perez, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________ (seal)

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of April, 2018.

Bond No. 100391615
Agency No. 12124

Kio Lo, Assistant Secretary

HCCSSZ PAUSIC12/2017