INVITATION FOR BID

FOR THE FOLLOWING PROJECT(S):

Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

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

BID/CONTRACT NO.: Z1164107C1
CIP/AEP Project No.: 1133
FDOT Grant No. 407704
ATTENTION

Dear Vendor:

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

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

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

Sincerely,

[Brenda J. Billingsley, Director]
Broward County Purchasing Division
# Table of Contents

- **DIRECTOR OF PURCHASING LETTER** ................................................................. 2

- **SECTION 1: SCOPE OF WORK** ........................................................................ 4

- **SECTION 2: INSTRUCTIONS TO BIDDERS** .................................................. 5

- **SECTION 3: INSTRUCTIONS TO BIDDERS SUPPLEMENT** ......................... 13

- **SECTION 4: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS** ................................................................. 15

- **SECTION 5: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS** ................................................................. 17

- **SECTION 6: PUBLIC BID DISCLOSURE ACT** .................................................. 18

- **SECTION 7: INSURANCE REQUIREMENTS** ................................................... 19

- **FORM 1: BID TENDER** ................................................................................ 22

- **FORM 2: SCHEDULE OF PRICES BID** ......................................................... 25

- **FORM 3: LETTER OF INTENT** ..................................................................... 26

- **FORM 4: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT** .......... 28

- **FORM 5: BIDDER QUALIFICATIONS QUESTIONNAIRE** .................................. 29

- **FORM 6: LITIGATION HISTORY** .................................................................. 35

- **FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM** ....................... 36

- **FORM 8: DRUG FREE WORKPLACE CERTIFICATION** ................................... 37

- **FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION** ................................................................. 39

- **FORM 10: NON-COLLUSION CERTIFICATE** ............................................... 41

- **FORM 11: LOBBYIST REGISTRATION** ........................................................... 42

- **FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION (if applicable)** ................................................................. 43

- **FORM 13: SCRUTINIZED COMPANIES CERTIFICATION** ............................... 44

- **FORM 14: TRENCH SAFETY ACT CERTIFICATION (if applicable)** ................ 45

- **FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)** ................................................................. 46

- **EXHIBIT 1: WAGE RATE TABLES** .................................................................. 47

- **EXHIBIT 2: SAMPLE CERTIFICATE OF INSURANCE** .................................... 56
SECTION 1: SCOPE OF WORK

The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

Demolition of Hilton Hotel, Hilton Parking Garage and Nautical Ventures (f/k/a Dania Boat Sales)

The demolition of all structures (including Slab, foundation and grading) located at Nautical Ventures (f/k/a Dania Boat Sales), (1880 & 1890 Griffin Road, Dania Beach, Florida, 33004), and the Hilton Hotel, Hilton Parking Structure and associated structures and pool, (1870 Griffin Road, Dania Beach, Florida 33004).
SECTION 2: INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

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

   1.1. Examine the Contract Documents thoroughly;
   
   1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
   
   1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
   
   1.4. Study and carefully correlate Bidder's observations with the Contract Documents; and
   
   1.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

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

2. Pre-Bid Interpretations: Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY in writing. Bidder shall submit all questions by e-mail to: Richard Lauricella, Expansion Project Administrator, 954-359-2452 or by email at rlauricella@broward.org and Michal Durden, Purchasing Agent, 954-359-1027 or by email at mdurden@broward.org

Interpretations or clarifications considered necessary by the COUNTY in response to such questions will be issued by COUNTY by means of addenda. Written questions should be received no less than fourteen (14) calendar days prior to the date of the bid opening. There shall be no obligation on the part of COUNTY to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. Addenda and Modifications: Bidders are responsible for checking the COUNTY's website (www.broward.org/purchasing) for additional information and addenda. COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening date, or less as stated in addenda. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents. Bidders shall be responsible for obtaining, reviewing and executing each addendum. Bidders shall be responsible for notifying COUNTY of any issues in each addendum within seven (7) business days of issuance and prior to submittal of bid response.
4. **Submission of Sealed Bids:** All bids must be received at the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder's delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier, shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy of executed bid document in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

**Bid No. Z1164107C1,** will be received by the Board of County Commissioners, Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 until **2:00 p.m. on Wednesday, FILL IN DATE,** at which time bids will be publicly opened and read thereafter.

5. **Pre-bid Conference and Site Visit:** There will be a Pre-bid Conference and Site Visit on Thursday, August 29, 2013, at 9:00 am at Broward County Aviation Department, 4101 Ravenswood Road, Suite #401, Conference Room “D”, Fort Lauderdale, FL 33312 Attendance at the Pre-bid Conference and Job Site Visit is highly encouraged and recommended as a source of information but is not mandatory.

6. **Cone of Silence Ordinance:** In accordance with Section 1-266, of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

6.1. For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

6.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

6.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the
7. **Printed Form of Bid:** All bids must be made upon the blank Bid Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

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

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

10. **Waiver of Technicalities or Irregularities:** The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.

11. **Determination of Award:** Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as COUNTY determines to be in its own best interests. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.

12. **Tie Bids:** If two or more bidders are tied, the tie will be broken and the successful vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c. Item No. 3: Vendor providing the most advantages delivery time if provided in the bid in the bidders, and Item No. 4: Vendor that has the lowest dollar volume of work previously awarded by the County over a five (5) year period from the date of the bid submittal.

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

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

15. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY. Refer to Instructions to Bidders Supplement for additional requirements of Bidder's qualifications (if applicable).

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

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

17. Dun & Bradstreet Report Requirement: The COUNTY may review the bidder's rating and payment performance to assist in determining a bidder's responsibility when being evaluated for a contract award.

18. Commonly Asked Questions (CAQs): General questions submitted by bidders requesting clarifications or non-material information may be answered by Commonly Asked Questions. A separate document link will be posted on the Purchasing Division's website in conjunction with the bid solicitation. A CAQ is for informational purposes only and does not have to be acknowledged with the bid submittal. If CAQ is issued, Bidders should check Commonly Asked Questions frequently for any updates (document will be regularly updated as needed).

19. Prevailing Wage Rates: as applicable, one of the following wage rates shall apply:

19.1. Prevailing Wage Rates: Not applicable to this solicitation.

19.2. Davis-Bacon Wage Rates: (federally funded contracts) are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate (refer to Instructions to Bidders Supplement, Exhibit 1).

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

21. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

21.1. Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the COUNTY within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division’s website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

21.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the COUNTY within five (5) business days from the posting of the recommendation for award on the Purchasing Division’s website.

21.3. Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division’s website.

21.4. For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor’s right to protest. As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY’s estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of Commissioners. The filing fees are as follows:

<table>
<thead>
<tr>
<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000 - $250,000</td>
<td>$500</td>
</tr>
<tr>
<td>$250,001 - $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,001 - $5 million</td>
<td>$3,000</td>
</tr>
<tr>
<td>Over $5 million</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY's estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners.

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

23. Public Bid Disclosure Act: Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction are identified in Section 6: Public Bid Disclosure Act. Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.

24. Certification, License and Registration Requirements: The certification, license and registration requirements for this project are identified in Section 5.

25. Office of Economic and Small Business Development (OESBD) Requirements: as provided for in Section 4, OESBD will review bidder's submission for compliance to the participation goal established for this Contract or demonstration that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid.

26. Bid Guaranty Requirement: All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in the Contract General Conditions, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (form available upon request), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond/Guaranty and Payment Bond/Guaranty and evidence of required insurance (or enrollment into OCIP) within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should Bidder fail to execute the Contract, provide the required Performance Bond/Guaranty, Payment Bond/Guaranty and Certificate(s) of
Insurance (or enrollment into OCIP), within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY’s Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

27. **Domestic Partnership Act Requirements:** Not applicable to this solicitation.

28. **Local Preference:** Not applicable to this solicitation.

29. **State of Florida Division of Corporations Requirements:** It is the vendor’s responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations. The COUNTY will review the vendor’s business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.

30. **Local Business Tax Receipt Requirements:** All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm’s Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

31. **Drug-Free Workplace Certification:** Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification Form should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your firm unqualified and ineligible for award.

32. **Non-Collusion:** By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. The Bidder should complete and submit the Non-Collusion Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

33. **Non-Certified Subcontractors and Suppliers:** CONTRACTOR shall within five (5) calendar days of the COUNTY’s request, or prior to award of the Contract, whichever occurs first, notify
COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the Vendors List (Non-Certified Subcontractors and Suppliers Information) Form properly filled out with each subcontractor's information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of $50,000 or more. CONTRACTOR shall provide the COUNTY with the Final List of Non-Certified Subcontractors and Suppliers Form as part of CONTRACTOR's Final Payment package.

34. **Lobbyist Registration Certification:** A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall certify that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for convenience. The Bidder should complete and submit the Lobbyist Registration Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

35. **Scrutinized Companies List:** (if applicable) Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

36. **Trench Safety Act:** The Bidder should complete and submit the Trench Safety Act Form, with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

37. **Insurance Requirements:** The insurance requirements for this project are identified in the Instructions to Bidders Supplement, Section 3.

   37.1. OCIP Certification: Not applicable for this solicitation.

   37.2. OCIP Enrollment: Not applicable for this solicitation.

38. **E-Verify Program Certification:** (applicable only for state-funded contracts) Broward County, as a party to any State-funded contracts, participates in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”). The Employment Eligibility Verification Program Contractor Certification should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.
SECTION 3: INSTRUCTIONS TO BIDDERS SUPPLEMENT

**Bidder Qualifications.** Bidder must have performed satisfactory work on a minimum of three (3) demolition projects for similar sized facilities (minimum 3 stories) within the last seven (7) years. Please provide the following for a minimum of three (3) projects; additional pages may be added.

### Project 1

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
</tr>
<tr>
<td>Square Footage:</td>
<td></td>
</tr>
<tr>
<td>List Time Constraints:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Was Project Completed On Time?</th>
<th>☐ Y ☐ N</th>
</tr>
</thead>
</table>

**Contact Information:**
- Name
- Title
- Cell Phone
- Office Phone
- Email

**Qualifications/Certifications of Company Principals & Project Managers:**
- Qualifications
- Certifications (attach copy)

### Project 2

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
</tr>
<tr>
<td>Square Footage:</td>
<td></td>
</tr>
<tr>
<td>List Time Constraints:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Was Project Completed On Time?</th>
<th>☐ Y ☐ N</th>
</tr>
</thead>
</table>

**Contact Information:**
- Name
- Title
- Cell Phone
| -Office Phone |  |
| -Email |  |

Qualifications/Certifications of Company Principals & Project Managers:

| -Qualifications |  |
| -Certifications (attach copy) |  |

Project 3

Project Name:  
Location:  
Scope of Work:  
Square Footage:  
List Time Constraints:  

Was Project Completed On Time?  
☐ Y ☐ N  

Contact Information:  
-Name  
-Title  
-Cell Phone  
-Office Phone  
-Email  

Qualifications/Certifications of Company Principals & Project Managers:

| -Qualifications |  |
| -Certifications (attach copy) |  |
SECTION 4: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
REQUIREMENTS

1. In accordance with Title 49 CFR Part 26.39 and the Broward County Disadvantaged Business Enterprise Program Plan, the Project has been designated as a race-neutral small business set-aside. Only small businesses, as defined in paragraph 2 below, will be considered for contract award.

2. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations (Title 13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field, as determined by the County's Office of Economic and Small Business Development (OESBD). Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. The small business program under Title 49 CFR 26.39 has no geographic restrictions. Certified Disadvantaged Business Enterprise (DBE) firms are considered small businesses under this program. To meet the small business participation requirements, responding vendors shall utilize all appropriate means including those specified in 49 CFR 26.39.

3. Bidders must include documentation of their eligibility as a small business with the bid submittals.

4. Compliance with the requirements of the race-neutral small business set-aside will be evaluated as a matter of responsibility.

5. This Project has been designated as a race-neutral small business set-aside.

6. Bidders are required to submit the following compliance forms for work, including the self-performed portion of the work, to be performed by Small Business Entities (small business-eligible or certified Disadvantaged Business Enterprises) with their submittals to establish their compliance with the requirements of the small business set-aside:

   6.1. Use the DBE Letter of Intent for certified Disadvantaged Business Enterprise (DBE) firms; DBE firms are already considered small businesses under this program. The Disadvantaged Business Enterprise (DBE) Letter of Intent Form is attached as Form 3A.

   6.2. Use the Small Business Entity Letter of Intent for small businesses that meet standards under Section 3 of the Small Business Act and applicable size standard under Title 13 CFR Part 121 for industry/specialty. The Small Business Entity Letter of Intent Form is attached as Form 3B. Consistent with the Small Business Act, a small business is one which is independently owned and operated and which is not dominant in its field of operation, and which meets applicable size standards as defined by the U.S. Small Business Administration. The small business self-certifies its eligibility to be considered as a small business as defined by the Small Business Act. By submitting the Small Business Entity Letter of Intent, the prime bidder certifies that the firm identified therein as a Small Business Entity is a small business within the meaning of this part.
7. A copy of the full Small Business Act is located at:


8. Letter of Intent forms are available on the Office of Economic and Small Business Development website:
   http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

For detailed information regarding the small business participation program, contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at:
SECTION 5: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE: Certified General Contractor

OR

COUNTY: General Building Contractor Class “A”; or
(Must be registered with the State)

OR

Demolition Category (Non-Explosive) – Class “D”

Any work performed not within the scope of the above contract must be performed by a licensed contractor.
SECTION 6: PUBLIC BID DISCLOSURE ACT

Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fees a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction. The COUNTY identifies the following as applicable:

(The Aviation Department will pay for all permits and fees required by the Broward County.

Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.
SECTION 7: INSURANCE REQUIREMENTS

1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), at least the minimum insurance coverage and limits set forth in Exhibit 2: Sample Insurance Certificate under the following conditions:

1.1. Comprehensive Liability: with minimum limits per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and a minimum limit per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive or General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. COUNTY is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the COUNTY, by or on behalf of CONTRACTOR, or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY as an Additional Insured.

1.2. Business Automobile Liability: with minimum limits per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. Scheduled autos shall be listed on Contractor's certificate of insurance.

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

1.4. If Excess Liability/Umbrella Insurance is provided, it is not subject to a minimum limit unless indicated. Such coverage may be used to satisfy the minimum liability limits indicated for Comprehensive or General Liability, Business Automobile Liability, Employers' Liability, and other applicable liability policies; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. If CONTRACTOR agrees to endorse COUNTY as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

1.5. Builder's Risk or Equivalent Coverage (such as Property Insurance or Installation Floater): as applicable, is required as a condition precedent to the issuance of the second Notice to Proceed. CONTRACTOR shall provide "All Risk" Completed Value form Builder's Risk Policy coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

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

1.6. The COUNTY reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the CONTRACTOR's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).

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

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

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

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

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

1.9. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. COUNTY reserves the right to obtain a copy of any insurance policy
required by this Section within fifteen (15) calendar days of a written request by COUNTY.

1.10. 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 and/or restriction.

1.11. CONTRACTOR shall furnish to the COUNTY Certificate(s) of Insurance and endorsements or other evidence of insurance coverage such as: Declarations pages, or policies, required within fifteen (15) calendar days after notification of award. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is required by this Contract. The failure to provide the Certificate(s) of Insurance within time specified shall be the basis for the rescission of the contract award.

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

1.13. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise any insurance requirements at the time, not limited to deductibles, limits, coverage 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.
FORM 1: BID TENDER

Print Name of Bidder: ____________________________________________

Date Submitted: _____________________

The Board of County Commissioners
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

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

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

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

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

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.
The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm has the bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details:

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

Attached is [check section that applies] a Bid Bond( ), Cash( ), Money Order( ), Unconditional Letter of Credit( ), Treasurer's Check( ), Bank Draft( ), Cashier's Check( ), Certified Check( ), No. Bank of ____________________ for the sum of ___________________________ Dollars ($__________). The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: ________________________________________________

City/State/Zip: ________________________________________________

Telephone/Fax No.: ____________________________________________

Email Address: ________________________________________________

Federal I.D. No.: ____________________  Bradstreet No.: ____________________
(if applicable)

If a partnership, names and addresses of partners:

______________________________________________________________

______________________________________________________________

______________________________________________________________

1-24-2013
Bid No. Z1164107C1

WITNESSES: (Type or Print Name of Bidder)

__________________________
(Signature)

__________________________
(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: (Type or Print Name of Corporation)

__________________________
(Signature and Title)

__________________________
(Corporate Seal)

__________________________
(Type or Print Name Signed Above)

Incorporated under the laws of the State of _____________
FORM 2: SCHEDULE OF PRICES BID
Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

Basis of Award is on Groups 1, 2, and 3 Total Bid Price.

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification Form with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx. Respond to this bid by inputting the company's information and unit pricing into the formatted Excel spreadsheet. Only the highlighted cells will be available for entering information.

2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a read-only format. Do not password protect the file and do not save it as a PDF. Label the front of the disk with the bidder's name and bid number.

3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.

4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder's complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).

5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.

6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If hand-written bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.

7. (Agent to remove if not applicable) Bidder must be a plan holder (by purchase of the project manual) in order to be deemed a responsive bidder.

8. It is the Bidder's responsibility to monitor the Purchasing Division's website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.

9. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening date.

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

Print Name of Bidder: ____________________________

1-24-2013
FORM 3A: LETTER OF INTENT - DBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder/Offeror Name: ___________________________  Address: ____________________________________________  City: ________  State: ___  Zip: ___  Phone: _______  Authorized Representative: ___________________________

DBE/ACDBE Subcontractor/Supplier Name: ___________________________  Address: ____________________________________________  City: ______________  State: ___  Zip: ___  Phone: _______  Authorized Representative: ___________________________

Check one:

- DBE
- ACDBE

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.

B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.

C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.

D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

<table>
<thead>
<tr>
<th>Work to be performed by DBE or ACDBE Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

Bidder/Offeror Authorized Representative

(Signature)  (Title)  (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature)  (Title)  (Date)

*To search, visit census.gov, select “BUSINESS” and click NAICS. Match type of work with NAICS code as closely as possible.

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

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

DBE ACDBE Letter of Intent - Rev. August 2013

1-24-2013  Page 26 of 56
**FORM 3B: LETTER OF INTENT - NON-DBE SMALL BUSINESS ENTITY**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT**

**BETWEEN BIDDER / OFFEROR AND SMALL BUSINESS ENTITY (TITLE 13 CFR PART 121)**

(Form to be completed and signed for each small business firm)

---

**Solicitation Number:**  
**Project Title:**

**Bidder/Offeror Name:** ____________________________

**Address:** ___________________________________  
**City:** __________________  
**State:** _____  
**Zip:** ______

**Authorized Representative:** ____________________________  
**Phone:** __________________

---

The following information applies to Non-DBE Certified Small Businesses.

Name: ____________________________

**Address:** ___________________________________  
**City:** __________________  
**State:** _____  
**Zip:** ______

**Authorized Representative:** ____________________________  
**Phone:** __________________

---

**A.** This is a letter of intent between the above-named bidder/offeror and Small Business to perform subcontracting work on this project. To be eligible, small businesses must meet the federal definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations (Title 13 CFR Part 121). Certified DBE firms are considered small businesses under this program; but the DBE Letter of Intent form should be used for these firms.

**B.** By signing below, the bidder/offeror is committing to utilize the above-named Small Business to perform the work described below; and has verified that said firm is eligible to participate on this contract as a small business in accordance with Title 13 CFR Part 121.

**C.** By signing below, the above-named Small Business is committing to perform the work described below and attests that it is eligible to participate as a small business on this contract.

**D.** By signing below, the bidder/offeror and Small Business affirm that if the Small Business subcontracts any of the work described below, it may only subcontract that work to another Small Business if it wishes to receive credit under this program for said work.

---

<table>
<thead>
<tr>
<th>Work to be performed by Small Business</th>
<th>NAICS**</th>
<th>Small Business Contract Amount†</th>
<th>Small Business Percentage of Total Project value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Small Business Authorized Representative**

(Signature)  
(Title)  
(Date)

**Bidder/Offeror Authorized Representative**

(Signature)  
(Title)  
(Date)

---

**To search, visit census.gov, select "BUSINESS" and click NAICS. Match type of work with NAICS code as closely as possible.**

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

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

OESBD Compliance Form Federal Small Business LOI 032813

---

1-24-2013  
Page 27 of 56
FORM 4: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT

Not applicable for this solicitation.
FORM 5: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY’S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

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

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

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1. What business are you in?  
________________________________________

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

________________________________________

________________________________________

________________________________________

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

________________________________________

________________________________________

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

________________________________________

________________________________________

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

<table>
<thead>
<tr>
<th>(Organization/Company)</th>
<th>(Project Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contact Name)</td>
<td>(Address)</td>
</tr>
<tr>
<td>(Contract Number)</td>
<td>(Project Value)</td>
</tr>
</tbody>
</table>

Scope of Project:

4.1

4.2

4.3

PRINT NAME OF BIDDER: ____________________________
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER OF CONTRACT</th>
<th>DATE OF COMPLETION</th>
<th>COMPLETION TO DATE</th>
<th>TOTAL VALUE</th>
<th>% OF COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

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

7. What equipment do you own that is available for the work?

8. What equipment will you purchase for the proposed work?

9. What equipment will you rent for the proposed work?

PRINT NAME OF BIDDER: ________________________________

1-24-2013
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.


11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Respondent is:


11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):


11.3 The address of principal place of business is:


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


11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers


PRINT NAME OF BIDDER: ________________________________

1-24-2013
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.


12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).


12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.


12.2 Under what conditions does the Respondent request Change Orders.


PRINT NAME OF BIDDER: ________________________________
13. LITIGATION HISTORY REQUIREMENT: The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-13.5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified on the Litigation History Form.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Failure to disclose may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER:  

1-24-2013
<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff ☐ Vendor is Defendant ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Name</td>
<td></td>
</tr>
<tr>
<td>Case Number</td>
<td></td>
</tr>
<tr>
<td>Date Filed</td>
<td></td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td></td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil ☐ Administrative/Regulatory ☐</td>
</tr>
<tr>
<td></td>
<td>Criminal ☐ Bankruptcy ☐</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</td>
<td>Pending ☐ Settled ☐ Dismissed ☐</td>
</tr>
<tr>
<td></td>
<td>Judgment Vendor's Favor ☐</td>
</tr>
<tr>
<td></td>
<td>Judgment Against Vendor ☐</td>
</tr>
<tr>
<td>If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td>Opposing Counsel</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Email: Phone number:</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: ____________________________________

1-24-2013
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

Not applicable for this solicitation.
FORM 8: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

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

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

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

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

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

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

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).
Bid No. Z1164107C1

FORM 8: DRUG FREE WORKPLACE CERTIFICATION (continued)

__________________________
(Bidder Signature)

__________________________
(Print Vendor Name)

STATE OF _____________

COUNTY OF _____________

The foregoing instrument was acknowledged before me this ___ day of ____________, 20___, by __________________________ (name of person whose signature is being notarized) as __________________________ (title) of __________________________ (name of corporation/company), 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)

__________________________  My commission expires: _____________
(Print Name)

State of _________________ at Large  (SEAL)

1-24-2013
FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward COUNTY as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at www.uscis.gov, and click on the E-Verify Homepage Link on the right side of the page.

The COUNTY has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adoption of the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the COUNTY is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

1. Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.

2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the COUNTY.

3. Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the COUNTY within seven calendar days from the COUNTY's request.

4. Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

5. Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).

6. Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the COUNTY within seven days of COUNTY's request.
FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION (continued)

Contractor’s Signature

(Print Vendor Name)

STATE OF ____________
COUNTY OF ____________
The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ________________________________
(Name of person whose signature is being notarized)
as ____________________________ of ____________________________
>Title (Name of Corporation/Company)
known to me to be the person described herein, or who produced ____________________________
(Type of Identification)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: ____________________________
FORM 10: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

NAME RELATIONSHIPS

________________________________________
________________________________________
________________________________________

STATE OF FLORIDA )    ) SS.
COUNTY OF BROWARD)

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

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

(NOTARY SEAL)  ____________________________
(Signature of person taking acknowledgment)

______________________________
(Name of officer taking acknowledgment - Typed, printed, or stamped)

______________________________
(Title or rank)

______________________________
(Serial number, if any)
FORM 11: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and

b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

1. _____ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.

2. _____ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.

STATE OF ___________________________ (Vendor Signature)

COUNTY OF __________________________ (Print Vendor Name)

The foregoing instrument was acknowledged before me this __________ day of __________, 20__, by __________________________ as __________________________ of __________________________ known to me to be the person described herein, or __________________________ who produced __________________________ as identification, and who did/did not take an oath.

(Title)

(Name of Corporation/Company)

(Type of Identification)

NOTARY PUBLIC:

______________________________  My commission expires: __________________

(Signature)

______________________________  (Print Name)
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

Not applicable for this solicitation.
FORM 13: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

__________________________________________
(Authorized Signature)

__________________________________________
(Print Name and Title)

__________________________________________
(Name of Firm)

STATE OF __________________________
COUNTY OF _________________
The foregoing instrument was acknowledged before me this ___day of ____________, 20___,
by __________________________________________
(Name of person who's signature is being notarized)
as __________________________________________ of __________________________
>Title) (Name of Corporation/Company)
known to me to be the person described herein, or who produced __________________________
(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

__________________________________________
(Signature)

__________________________________________
(Print name) My commission expires: ______________________
FORM 14: TRENCH SAFETY ACT CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

The Bidder further identified the costs and methods summarized below:

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

Total $__________________________

______________________________
Name of Bidder

______________________________
Authorized Signature of Bidder

1-24-2013
FORM 15: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firm's Name:</td>
</tr>
<tr>
<td>2.</td>
<td>Firm's Address:</td>
</tr>
<tr>
<td>3.</td>
<td>Firm's Telephone Number: Firm Email Address:</td>
</tr>
<tr>
<td>4.</td>
<td>Contact Name and Position:</td>
</tr>
<tr>
<td>5.</td>
<td>Alternate Contact Name and Position:</td>
</tr>
<tr>
<td>6.</td>
<td>Alternate Contact Telephone Number: Email Address:</td>
</tr>
<tr>
<td>7.</td>
<td>Bid/Proposal Number: Contracted Amount:</td>
</tr>
<tr>
<td>8.</td>
<td>Type of Work/Supplies Bid: Award Date:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title / Firm Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
EXHIBIT 1: WAGE RATE TABLES

General Decision Number: FL130150 04/05/2013 FL150

Superseded General Decision Number: FL20120150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/04/2013</td>
</tr>
<tr>
<td>1</td>
<td>04/05/2013</td>
</tr>
</tbody>
</table>

ELEC0728-006 09/01/2012

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN: $28.46 9.12</td>
</tr>
</tbody>
</table>

ENG10487-014 01/01/2010

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
</table>
OPERATOR: Crane

All Tower Cranes Mobile,
Rail, Climbers, Static-
Mount; All Cranes with
Boom Length 150 Feet &
Over (With or without jib)
Friction, Hydraulic,
Electric or Otherwise;
Cranes 150 Tons & Over;
Cranes with 3 Drums (When
3rd drum is rigged for
work); Gantry & Overhead
Cranes; Hydraulic Cranes
Over 25 Tons but not more
than 50 Tons;
Hydraulic/Friction Cranes;
& All Types of Flying
Cranes; Boom Truck.........$ 28.30 8.78
Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydraulic
Cranes 25 Tons & Under, &
Over 50 Tons (With Oiler);
Boom Truck..................$ 27.57 8.78

OPERATOR: Drill.............$ 25.05 8.78
OPERATOR: Oiler.............$ 22.24 8.78

-----------------------------------------------

IRON0272-005 10/01/2011
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IRONWORKER, STRUCTURAL</strong></td>
<td>$23.94</td>
<td>5.93</td>
</tr>
<tr>
<td>* LABO1652-004 05/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LABORER: Grade Checker</strong></td>
<td>$14.50</td>
<td>4.67</td>
</tr>
<tr>
<td>* PAIN0365-007 09/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PAINTER: Brush, Roller and Spray</strong></td>
<td>$19.50</td>
<td>7.93</td>
</tr>
<tr>
<td>SUFL2009-146 06/24/2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CARPENTER, Includes Form Work.</strong></td>
<td>$17.00</td>
<td>2.51</td>
</tr>
<tr>
<td><strong>CEMENT MASON/CONCRETE FINISHER.</strong></td>
<td>$15.00</td>
<td>8.64</td>
</tr>
<tr>
<td><strong>LABORER: Common or General.</strong></td>
<td>$9.87</td>
<td>3.24</td>
</tr>
</tbody>
</table>

1-24-2013
<table>
<thead>
<tr>
<th>Laborer/Operator Type</th>
<th>Hourly Rate</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Landscape</td>
<td>$ 7.25</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$ 14.00</td>
<td>2.42</td>
</tr>
<tr>
<td>LABORER: Power Tool Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Hand Held Drills/Saws, Jackhammer and Power Saws Only)</td>
<td>$ 10.63</td>
<td>2.20</td>
</tr>
<tr>
<td>OPERATOR: Asphalt Paver</td>
<td>$ 11.59</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe Loader Combo</td>
<td>$ 16.10</td>
<td>2.44</td>
</tr>
<tr>
<td>OPERATOR: Backhoe/Excavator</td>
<td>$ 18.77</td>
<td>1.87</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$ 14.95</td>
<td>0.81</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$ 16.00</td>
<td>2.84</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$ 14.00</td>
<td>2.42</td>
</tr>
<tr>
<td>OPERATOR: Mechanic</td>
<td>$ 14.32</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$ 10.95</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Scraper</td>
<td>$ 11.00</td>
<td>1.74</td>
</tr>
</tbody>
</table>

1-24-2013
OPERATOR: Trackhoe..............$ 20.92 5.50

OPERATOR: Tractor..............$ 10.54 0.00

TRUCK DRIVER, Includes Dump
Truck............................$ 9.60 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.73 0.00

TRUCK DRIVER: Off the Road
Truck.............................$ 12.21 1.97

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

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.
0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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
**EXHIBIT 2: SAMPLE CERTIFICATE OF INSURANCE**

Insurance Requirements for the Demolition of Hilton Hotel, Hilton Parking Structure, Nautical Ventures

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Commercial General Liability</td>
<td>Bodily Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Premises-Operations</td>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Explosion &amp; Collapse Hazard</td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$2000k</td>
<td>$2000k</td>
</tr>
<tr>
<td>[x] Underground Hazard</td>
<td>Personal Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Products/Completed Operations Hazard</td>
<td>Bodily Injury (each person)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Contractual Insurance</td>
<td>Bodily Injury (each accident)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Broad Form Property Damage</td>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Independent Contractors</td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1000k non all riske</td>
<td>$5000k all riske</td>
</tr>
<tr>
<td>[x] Personal Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Public Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Demolition Contractors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Riggers Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AUTO LIABILITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Comprehensive Form</td>
<td>Bodily Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Bodily Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Hired</td>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1000k non all riske</td>
<td>$5000k all riske</td>
</tr>
<tr>
<td>[x] Any Auto</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POLLUTION &amp; ENVIRONMENTAL LIABILITY</strong></td>
<td>Max Ded. $50k</td>
<td>$1000k</td>
<td>$1000k</td>
</tr>
<tr>
<td>[x] POLLUTION &amp; ENVIRONMENTAL LIABILITY – for storage tank removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</td>
<td>[x] STATUTORY</td>
<td>(each accident)</td>
<td>$1000K MIN</td>
</tr>
<tr>
<td>[x] UMBRELLA LIABILITY</td>
<td>$3000k</td>
<td>$3000k</td>
<td></td>
</tr>
<tr>
<td><strong>PROPERTY - INSTALLATION FLOATER</strong></td>
<td>Max. Ded. 10K all perils except wind or flood</td>
<td>Replacement Cost</td>
<td></td>
</tr>
<tr>
<td>Subject to waiver based on type and nature of project. If project greater than $50k - installation floater may be required for replacement of materials, equipment and installation. All risk, replacement value.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] If project greater than $10K - installation floater required for replacement of materials, equipment and installation. All risk, agreed value.</td>
<td>Max Deductible</td>
<td>$10K</td>
<td></td>
</tr>
</tbody>
</table>

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

Description of Operations/Locations/Vehicles - Certificate must show on general liability and excess liability.

Additional Insured: Broward County.

Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage is required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number. RLI/RFP, and project manager.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers Act & Jones Act.

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder;

Name & Address of Certificate Holder:

Broward County
2200 Southwest 42nd Street, Suite 101
Dania Beach, FL 33312
RE: (R. Lauricella, BCAD)

Dawn Meier
Aviation Division
Risk Insurance and Contracts Manager

1-24-2013
CONSTRUCTION CONTRACT DOCUMENTS
FOR THE FOLLOWING PROJECT(S):

Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
for the
Broward County Aviation Department

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

BID/CONTRACT NO.: Z1164107C1

Volume 3
# TABLE OF CONTENTS

## SECTION 1 - CONTRACT EXECUTION

- Contract Definitions ............................................................. 9
- Intention of COUNTY ............................................................ 12
- Separate Contracts ............................................................... 13
- Interpretation of the Contract ............................................... 13
- Contract Time ..................................................................... 13
- Contract Documents ............................................................ 15
- CONTRACTOR to Check Plans, Specifications, and Data ........ 16
- Prosecution of the Work ..................................................... 16
- Supervision ........................................................................ 16
- Labor and Materials ............................................................ 17
- Temporary Offsite Facilities ............................................... 17
- Maintenance of Traffic ....................................................... 17
- Location and Damage to Existing Utilities ......................... 17
- Safety and Protection .......................................................... 18
- Substitutions ...................................................................... 19
- Shop Drawings ................................................................... 20
- Field Layout of the Work ................................................... 21
- Project Records ................................................................ 22
- Assignment and Performance .......................................... 22
- Subcontracts ..................................................................... 22
- Progress Payments ............................................................. 23
- Changes in the Work or Terms of Contract Documents ....... 24
- Field Orders ...................................................................... 25
- Allowance Accounts .......................................................... 25
- Change Orders and CPEAMs .............................................. 26
- Value of Changed Work ..................................................... 27
- Non-Excusable And Excusable Delays ................................. 30
- Severe Weather .................................................................. 32

---

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
SECTION 1 - CONTRACT EXECUTION

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project for the Contract Base Amount and within the Contract Time.

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 5th day of November, 2013, and CONTRACTOR, signing by and through its authorized representative, duly authorized to execute same.

| COUNTY ADMINISTRATOR ATTEST: |
| County Administrator and Ex-Officio Clerk of the Board of County Commissioners |
| [Signature] | |
| Date | |

| COUNTY MAYOR or VICE-MAYOR: |
| Mayor or Vice-Mayor |
| [Signature] | |
| Date | |

| COUNTY RISK MANAGER: |
| Approved as to surety company qualifications, insurance requirements and insurance documentation. |
| [Signature] | |
| Date | |

| CORPORATE SECRETARY ATTEST: |
| [Affix Corporate Seal or 2 Witnesses below] |
| [Signature] | |
| Date | |

CONTRACTOR: The BG Group LLC

[Signature]

Date

Print Name and Title of Signer

8 Day of NOV 2013
SECTION 2 - SUMMARY OF TERMS AND CONDITIONS - Revised Addendum No. 1

NOTE: The Terms and Conditions listed below are part of the contract and are intended to be read together with the Articles referenced, however in the case of a discrepancy, the Summary of Terms and Conditions reflect the most current Phasing Schedule and take precedence over Bid document Plans, Sheet No. G 05.00 Overall Phasing Plan and Section 02412 – Demolition Phasing and Schedule Requirements, in the Volume 2 – Technical Specifications.

Liquidated Damages (LDs) are not Cumulative.

Please note that the Allowance Item (G-103-4.4, Owner unforeseen condition allowance account) as referenced in the Volume #1, Part #1 Demolition Package Bid Document Plans (Sheet G 01.02) and the Volume 2 – Technical Specifications, Bid Documents (Item G-103-2.4 and 103-3.4 and 103-4.4) have been eliminated.

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2.1</td>
<td>Phase 1 - Mobilization Notice to Proceed (NTP), Demolition Work - (Nautical Ventures)</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 1 2nd NTP, Demolition Work -(Nautical Ventures)</td>
<td>5 Calendar Days from Phase 1 - NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 2 Nautical Ventures Demo Complete</td>
<td>19 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of December 20, 2013 whichever comes first</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 3 Atlantic Marina Haul Route Including MOT/Safety - Start Demo Garage, Start Demo North of Expansion Joint</td>
<td>32 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 - Milestone 4 Garage Demo North of Expansion Joint complete including Slab/Foundation (Backfilled, Compacted)</td>
<td>62 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of February 1, 2014, whichever comes first.</td>
</tr>
<tr>
<td>5.3.2</td>
<td><strong>Phase 1 – Milestone 5</strong></td>
<td>76 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Demolition of Garage Complete, Foundation, Slab Removed, Footprint of Garage filled &amp; Compacted</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td><strong>Phase 2 – Milestone 1</strong></td>
<td>127 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of April 7, 2014, whichever comes first</td>
</tr>
<tr>
<td></td>
<td>Demo NTP: Start Hotel Demo/Tree Relocation</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td><strong>Phase 2 – Milestone 2</strong></td>
<td>188 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of June 7, 2014, whichever comes first</td>
</tr>
<tr>
<td></td>
<td>Hotel (All Vertical Structures) Demolished to Ground Including Clearing of Debris</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td><strong>Phase 2 – Milestone 3</strong></td>
<td>212 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td></td>
<td>Continued Demo Debris Clearing: Milestone 3 includes completion of Hotel, Garage, Dania Boat Foundations Filled, Compacted, Graded</td>
<td></td>
</tr>
<tr>
<td>5.3.3</td>
<td><strong>Phase 2 – Milestone 4</strong></td>
<td>249 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of August 7, 2014</td>
</tr>
<tr>
<td></td>
<td>Substantial Completion (Phases 1 &amp; 2)</td>
<td></td>
</tr>
<tr>
<td>5.3.4</td>
<td><strong>Phase 2 – Milestone 5</strong></td>
<td>280 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of September 7, 2014</td>
</tr>
<tr>
<td></td>
<td>Final Completion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All Permits Closed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Calendar Days including First &amp; Second NTP: 280 Calendar Days</td>
<td></td>
</tr>
<tr>
<td>Liquidated Damages:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>5.3.5 Division 1</td>
<td>Liquidated Damages for each calendar day after time specified for interim Milestones (or Phase):</td>
<td></td>
</tr>
<tr>
<td>[Milestones: Division 1, Section 01039, 1.6]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 1, Milestone # 1 - N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 1, Milestone # 2 - $5,000 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 1, Milestone # 3 - N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 1, Milestone # 4 - $5,000 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 1, Milestone # 5 - N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2, Milestone # 1 - N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2, Milestone # 2 - $5,000 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2, Milestone # 3 - N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2, Milestone # 4 – <strong>Substantial Completion</strong> - $5,000 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2, Milestone # 5 – <strong>Final Completion</strong> - $5,000 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td></td>
</tr>
<tr>
<td></td>
<td>86%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>As awarded: 56% see SP-1C</td>
<td></td>
</tr>
<tr>
<td>27.5</td>
<td>Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,800 per Calendar Day</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>The parties designate the following as the respective places for giving of notice:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For County:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Broward County Aviation Department</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2200 SW 45th Street, Suite 101</td>
<td></td>
</tr>
<tr>
<td>SP-1A</td>
<td>County Business Enterprise (CBE) goals</td>
<td>At bid: Race-Neutral Small Business Set-aside goals</td>
</tr>
<tr>
<td>SP-1B</td>
<td>Disadvantaged Business Enterprise (DBE) goals</td>
<td></td>
</tr>
<tr>
<td>SP-1C</td>
<td>Small Business Participation goals</td>
<td></td>
</tr>
</tbody>
</table>

For Contractor:

The BG Group LLC
1140 Holland Dr, #19
Boca Raton, FL 33432
Attn: Ivy Fradia

| ITB, Form 2: Schedule of Prices Bid | Contract Base Amount [Incorporate Schedule of Prices Bid here after Notice to Award] |
| ITB, Section [Article 24] | Allowance Accounts: |
| | 1. (G-103-2.1) Permitting |
| | 2. (G-103-2.2) Intersection Maintenance of Traffic by Off-Duty BSO Officers |
| | 3. (G-103-2.3) Hazardous Material Abatement and Disposal |
| | 4. Deleted |

Notice of Award | Contract Price (TBD after Notice of Award) |

| | $ 2,326,172 |

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales) ADDENDUM NO. 1 Page 18 of 51
SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

NOTE: The Terms and Conditions listed below are part of the contract and are intended to be read together with the Articles referenced, however in the case of a discrepancy, the Summary of Terms and Conditions reflect the most current Phasing Schedule and take precedence over Bid document Plans, Sheet No. G 05.00 Overall Phasing Plan and Section 02412 – Demolition Phasing and Schedule Requirements, in the Volume 2 – Technical Specifications.

Liquidated Damages (LDs) are not Cumulative.

Please note that the Allowance Item (G-103-4.4, Owner unforeseen condition allowance account) as referenced in the Volume #1, Part #1 Demolition Package Bid Document Plans (Sheet G 01.02) and the Volume 2 – Technical Specifications, Bid Documents (Item G-103-2.4 and 103-3.4 and 103-4.4) have been eliminated.

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2.1</td>
<td>Phase 1 - Mobilization Notice to Proceed (NTP), Demolition Work -(Nautical Ventures)</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 1 2nd NTP, Demolition Work -(Nautical Ventures)</td>
<td>5 Calendar Days from Phase 1 - NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 2 Nautical Ventures Demo Complete</td>
<td>14 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of December 15, 2013, whichever comes first.</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 3 Atlantic Marina Haul Route including MOT/Safety - Start Demo Garage, Start Demo North of Expansion Joint</td>
<td>32 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 4 Garage Demo North of Expansion Joint complete including Slab/Foundation (Backfilled, Compacted)</td>
<td>62 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of February 1, 2014, whichever comes first.</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 5 Demolition of Garage Complete, Foundation, Slab Removed, Footprint of Garage filled &amp; Compacted</td>
<td>76 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 2 – Milestone 1 Demo NTP - Start Hotel Demo/Tree Relocation</td>
<td>121 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of April 1, 2014, whichever comes first.</td>
</tr>
</tbody>
</table>
| 5.3.2 | **Phase 2 – Milestone 2**  
Hotel (All Vertical Structures) Demolished to Ground Including Clearing of Debris | 182 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of June 1, 2014, whichever comes first. |
| --- | --- | --- |
| 5.3.2 | **Phase 2 – Milestone 3**  
Continued Demo Debris Clearing:  
Milestone 3 includes completion of Hotel, Garage, Dania Boat Foundations Filled, Compacted, Graded | 212 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP |
| 5.3.3 | **Phase 2 – Milestone 4**  
**Substantial Completion** (Phases 1 & 2) | 243 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP |
| 5.3.4 | **Phase 2 – Milestone 5**  
**Final Completion**  
All Permits Closed | 272 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP |
| **Total Calendar Days including First & Second NTP: 277 Calendar Days** | --- | --- |
| **Liquidated Damages:** | --- | --- |
| 5.3.5 | Liquidated Damages for each calendar day after time specified for interim Milestones (or Phase):  
[Milestones: Division 1, Section 01039, 1.6] |  |
| **Division 1** | Phase 1, Milestone # 1 - N/A |  |
|  | Phase 1, Milestone # 2 - $5,000 per Calendar Day |  |
|  | Phase 1, Milestone # 3 - N/A |  |
|  | Phase 1, Milestone # 4 - $5,000 per Calendar Day |  |
|  | Phase 1, Milestone # 5 - N/A |  |
|  | Phase 2, Milestone # 1 - N/A |  |
|  | Phase 2, Milestone # 2 - $5,000 per Calendar Day |  |
|  | Phase 2, Milestone # 3 - N/A |  |
|  | Phase 2, Milestone # 4 – **Substantial Completion**- $5,000 per Calendar Day |  |
|  | Phase 2, Milestone # 5 – **Final Completion** - $5,000 per Calendar Day |  |
| 20.6 | Contractor self-performing percent of Contract Price | 35 % |
| 27.5 | Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time. | $1,800 per Calendar Day |
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>2200 SW 45th Street, 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>SP-1A</td>
</tr>
<tr>
<td>SP-1B</td>
</tr>
<tr>
<td>SP-1C</td>
</tr>
</tbody>
</table>

- County Business Enterprise (CBE) goals
- Disadvantaged Business Enterprise (DBE) goals
- Small Business Participation goals

At bid: Race-Neutral Small Business Set-aside
As awarded:

<table>
<thead>
<tr>
<th>Schedule of Prices Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Base Amount [Incorporate Schedule of Prices Bid here after Notice to Award] $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB, Section [Article 24]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance Accounts:</td>
</tr>
<tr>
<td>1. (G-103-2.1) Permitting</td>
</tr>
<tr>
<td>2. (G-103-2.2) Intersection Maintenance of Traffic by Off-Duty BSO Officers</td>
</tr>
<tr>
<td>3. (G-103-2.3) Hazardous Material Abatement and Disposal</td>
</tr>
<tr>
<td>4. Deleted</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notice of Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price (TBD after Notice of Award) $</td>
</tr>
</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: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, dispute avoidance and resolution, Work deemed desirable by the COUNTY to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written CPEAM(s).

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

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

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

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

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

1.7. Contract 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 Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted by the COUNTY, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.
1.8. 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 Time: The original time between the Project Initiation Date in the Second Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations may survive Contract Time.

1.11. 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.

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

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

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

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

1.16. 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.

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

1.18. 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.

1.19. 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

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 10 of 182

CON-3-15-2013
COUNTY; and the Work has been fully completed in accordance with the Contract Documents.

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

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

1.22. Materials: Materials incorporated in this Project.

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

1.24. 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.

1.25. 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.

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

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

1.28. 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.

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

1.30. 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.

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

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

1.33. 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.

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. First Notice to Proceed.

5.2.1. Preconstruction Work shall be commenced within five (5) calendar days after the issuance of the First Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, COUNTY may assess Liquidated Damages. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.2.2. After issuance of the First Notice to Proceed, and before the COUNTY issues a Second Notice to Proceed, CONTRACTOR shall submit to COUNTY all of the following items for OWNER's approval:

5.2.2.1. A project schedule in compliance with the requirements of Division 1.

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

5.2.2.4. Utility coordination schedule: CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation. COUNTY shall not be responsible for the nonperformance by the utility owners.

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

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

5.3. Second Notice to Proceed.

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

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

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

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

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

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

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

5.6. CONTRACTOR, in addition to reimbursing COUNTY for Liquidated Damages for untimely performance, shall reimburse COUNTY for all costs incurred by COUNTY to repair, restore, or complete the Work. 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 superintendent satisfactory to COUNTY. The superintendent shall not be changed except with the written consent of COUNTY, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ.

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

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

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

Article 12: Maintenance of Traffic

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

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.

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 or CPEAM that adjusts the Contract Price or Contract Time. CONTRACTOR agrees to pay all COUNTY's expenses related to COUNTY's review of the request for substitution. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including COUNTY expenses for review. COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

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

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

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

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

15.6. Requests For Substitutions

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

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

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

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

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

15.6.6. List availability of maintenance services and replacement materials.
15.6.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.7. CONTRACTOR Representations

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

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

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

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

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

Article 16: Shop Drawings

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

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

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

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

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

16.6. COUNTY's review of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been reviewed.
16.7. No review will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to COUNTY along with its comments as to compliance, noncompliance, or features requiring special attention.

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

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

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

Article 17: Field Layout of the Work

CONTRACTOR shall maintain lines and grades in the field. CONTRACTOR shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. CONTRACTOR shall deliver these records in good order to COUNTY as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once "as-builts" are completed and accepted, no further submittals will be required.
Article 18: Project Records

All Project records are public records pursuant to Florida law. CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its Subcontractors. For each Subcontractor, the books and records and accounts shall reflect each payment to the Subcontractor and the cumulative total of the payments made to the Subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its Subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its Subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours' written notice. CONTRACTOR shall protect plans, blueprints and schematics from disclosure as required by Chapter 119, Florida Statutes.

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;

21.2.3. A release of claims from each Subcontractor 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;

21.2.9. If this Project has been assigned a LEED category, a LEED certification status report; and

21.2.10. If this Project has been assigned a LEED category, documentation of compliance with specifications for Work items that have been designated as intended to support the COUNTY’s application for LEED certification.

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

21.4. Retainage

The COUNTY shall withhold ten percent (10%) retainage from each progress payment to the CONTRACTOR until fifty percent (50%) of the Work has been completed.
Thereafter, the COUNTY shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the COUNTY after written request by CONTRACTOR. After Substantial Completion and after completion of all items on the punch list, the CONTRACTOR may submit a payment request for all remaining retainage. It shall be the COUNTY’s sole determination as to whether any of the items have been completed. For items deemed not to have been completed, the COUNTY may withhold retainage up to one and one-half times the total cost to complete such items. Any interest earned on retainage shall accrue to the benefit of COUNTY.

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

21.5.1. Defective work not remedied.

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

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

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

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

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

21.5.7. Failure to perform Contract requirements.

21.6. Stored Materials and Equipment (on site):

CONTRACTOR may store materials and equipment at the Project site only on locations designated on the plans. Payment shall be made only for installed materials.

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

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

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

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
22.3. Prior to the COUNTY's issuance of either a Change Order or a CPEAM 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 120 calendar days after submittal. The cost or credit to the COUNTY for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The CONTRACTOR shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders

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

Article 24: Allowance Accounts

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

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

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

24.1.3. The values for Allowance Accounts, if any, are included in the awarded Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Contract Price, but are not chargeable against the Contract Price unless and until the CONTRACTOR is directed to perform work contemplated in the Allowance Account(s) by a written CPEAM(s) issued by the COUNTY.

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

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

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

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

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

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

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

Article 25: Change Orders and CPEAMs

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

25.2. Changes in the quantity or character of the Work within the scope of the Project, including all changes resulting in changes in the Contract Base Amount, or changes in the Contract Time, may be authorized by Change Orders or CPEAMs approved in advance.
25.3. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Base Amount, Contract Price or the Contract Time until a Change Order or CPEAM setting forth the adjustments is approved by the COUNTY. Upon receipt of a Change Order or CPEAM 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 when approved by the Board of County Commissioners.

Article 26: Value of Changed Work

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

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

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

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

26.2. Unit Price Calculation:

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

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

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

26.2.4. The CONTRACTOR shall not be entitled to any additional compensation if actual quantities of Work performed are less than the estimated quantities shown in the Bid Form.
26.2.5. All final measurements for unit price work shall be performed by the COUNTY which shall afford the CONTRACTOR an opportunity to witness or to participate in the calculation of measurements and to review all calculations relating to final measurements.

26.3. Lump Sum Calculation:

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

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by COUNTY, such costs shall include only the following items:

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

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

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

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

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

26.4.1.6. Royalty payments and fees for permits and licenses for changed work.
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 fee 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.

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

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

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

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

26.6.2.2. Quantities of materials, prices, and extensions.

26.6.2.3. Transportation of materials.

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

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

Article 27: Non-Excusable And Excusable Delays

27.6. 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.

27.7. 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.

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

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 30 of 182

CON-3-15-2013
27.9. When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time. When the Excusable Delay is caused by authorized changed Work, the cost of the changed Work and the Excusable Delay shall be included in the same Change Order or CPEAM.

27.10. Compensable Excusable Delay:

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

27.10.2. The Delay is caused by an act or omission of the COUNTY, or of the CONSULTANT, provided however, Delays caused by permitting agencies are Non-Compensable Excusable Delays to the extent that such Delays were not caused by the CONTRACTOR; permitting Delays caused by the CONTRACTOR are Non-Excusable Delays, and

27.10.3. The Delay is not concurrent with a Non-Compensable Delay, and

27.10.4. The Delay is not the result of the performance of unit price Work, and

27.10.5. Except as provided in this Section, CONTRACTOR shall not be entitled to any damages for Delay.

27.11. Non-Compensable Excusable Delay:

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

27.11.2. 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

27.11.3. 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

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

27.12. 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.

27.13. In no event shall the CONTRACTOR be excused for interim Delays which do not extend the Contract Time or Milestones.
27.14. 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

28.6. 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.

28.7. 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 Contract Base Amount

29.6. 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 commencement 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. If the COUNTY and CONTRACTOR cannot resolve a request within sixty (60) days after submission, CONTRACTOR may re-submit the request as a Claim in accordance with the Contract Documents. The Claim shall include CONTRACTOR's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.7. 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.

29.8. Submission of Claims.

29.8.1. If the project has a Dispute Avoidance Panel, the CONTRACTOR must discuss the disputed issue at a Dispute Avoidance Panel meeting before the CONTRACTOR may submit a Claim. Failure to discuss a disputed matter at a Dispute Avoidance Panel meeting shall constitute a waiver of any Claim arising from that matter; and

29.8.2. Each Claim must be submitted within ninety (90) days of the submission of the request for an adjustment to the Contract Time or Contract Base Amount.

29.8.3. 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.

29.9. Reservation of Claim Amounts and Time.

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

29.9.2. 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 CPEAM or Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.9.3. CONTRACTOR may not refuse to complete work that is the subject of a dispute or a Claim.

29.9.4. 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.

29.9.5. 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 within the prescribed sixty (60) day period is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party’s reasonable attorneys’ fee and court costs.

Article 30: Inspection and Testing

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

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

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

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

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

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

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

Article 31: Defective Work and Non-Conforming Work

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

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

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

31.4. If, within one (1) year after Substantial Completion or such longer period of time 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: Beneficial Occupancy – Not Used

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

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

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

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

32.5. After Beneficial Occupancy and as conditions of Substantial Completion, the CONTRACTOR shall deliver to the COUNTY complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guaranties, and the appropriate Certificate of Occupancy or Completion that are related to the portion of the Work being occupied.

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

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

Article 33: Partial Substantial Completion

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

**Article 34: Substantial Completion**

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

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

34.1.2. CONTRACTOR shall deliver all executed warranties.

34.1.3. CONTRACTOR shall deliver all as-built drawings.

34.1.4. CONTRACTOR shall deliver operation and maintenance manuals.

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

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

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

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

**Article 35: Guarantees And Warranties**

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

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

35.3. If the CONTRACTOR fails to act within ten (10) days, the COUNTY may have the Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
35.4. Written warranties furnished to the COUNTY are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law or the Contract Documents.

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

Article 36: Clean Up

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

Article 37: Final Acceptance and Final Payment

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

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

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

Article 38: Performance Bond and Payment Bond

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

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

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

38.3. Qualification of Surety for Bonds over Five Hundred Thousand Dollars ($500,000.00): Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
38.3.1. 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.

38.3.2. 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.

38.3.3. 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

<table>
<thead>
<tr>
<th>Amount of Bond</th>
<th>Ratings</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,001 to $1,000,000</td>
<td>A-</td>
<td>Class I</td>
</tr>
<tr>
<td>$1,000,001 to $2,000,000</td>
<td>A-</td>
<td>Class II</td>
</tr>
<tr>
<td>$2,000,001 to $5,000,000</td>
<td>A</td>
<td>Class III</td>
</tr>
<tr>
<td>$5,000,000 to $10,000,000</td>
<td>A</td>
<td>Class IV</td>
</tr>
<tr>
<td>$10,000,001 to $25,000,000</td>
<td>A</td>
<td>Class V</td>
</tr>
<tr>
<td>$25,000,001 to $50,000,000</td>
<td>A</td>
<td>Class VI</td>
</tr>
<tr>
<td>$50,000,001 or more</td>
<td>A</td>
<td>Class VII</td>
</tr>
</tbody>
</table>
38.3.4. 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.

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

Article 39: Indemnification

39.1. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or 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.

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

Article 40: Suspension of Work

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

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

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

Article 41: Termination

41.1. Termination for Cause by COUNTY

If CONTRACTOR 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.

41.1.1. 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.

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

41.1.2.1. 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 this Contract; or

41.1.2.2. Fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE/DBE contractual obligations.

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

41.2. Termination for Convenience by COUNTY

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

41.2.1. CONTRACTOR shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. All expenses incurred shall be verified to the satisfaction of the COUNTY. No payment shall be made for Work not performed or for profit related to Work/services which have not been performed.
41.2.2. Upon receipt of Notice of Termination, CONTRACTOR shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to COUNTY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. In addition, CONTRACTOR shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of COUNTY, failing which COUNTY shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

Article 42: Compliance With Laws

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

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

Article 43: Permits and Fees

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

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

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

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

Article 44: Royalties and Patents

All fees, royalties, and costs for any invention or patent that may be used in connection with the Work are included in the Contract Price.
Article 45: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any action shall be brought in a Court of appropriate jurisdiction in Broward County, Florida, and venue shall be in Broward County Florida.

45.1. CONTRACTOR AND COUNTY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT. If any party demands a jury trial in a lawsuit arising out of this agreement, that party shall pay the other party’s reasonable attorney’s fees and court costs incurred in contesting the demand.

45.2. Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Article 46: EEO and OESBD Compliance

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

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

46.3. 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.

46.4. 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.

Article 47: Notices

Whenever either party desires to give notice to the other, such notice shall be by email and must be followed by a written hard copy sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as shown in the Summary of Terms and Conditions until changed in writing in the manner provided in this Article.
SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.
SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE

NOT USED
SPECIAL PROVISION 1B: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

NOT USED
SPECIAL PROVISION 1C: SMALL BUSINESS PARTICIPATION COMPLIANCE

1. This Project must comply with 49 C.F.R. Part 26 and all applicable FAA and United States Department of Transportation rules and regulations.

2. In accordance with Title 49 CFR Part 26.39 and the Broward County Disadvantaged Business Enterprise Program Plan, this project has been designated as a race-neutral small business set-aside.

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations (Title 13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field, as determined by the COUNTY’s Office of Economic and Small Business Development (“OESBD”). Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

The small business program under 49 CFR 26.39 has no geographic restrictions. Certified Disadvantaged Business Enterprises (DBEs) are considered small businesses under the program.

3. Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 shall become a part of this Contract upon award and shall be incorporated into the terms of CONTRACTOR’s 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.

3.1 The CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of small businesses.

3.2 The CONTRACTOR agrees to submit monthly utilization reports to OESBD and the Contract Administrator on small business participation, which shall contain a record of payments made to small businesses. The monthly reports shall be submitted in a format acceptable to OESBD.

3.3 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.
3.4 Prompt Payment – The CONTRACTOR hereby agrees to pay all Subcontractors and suppliers within ten (10) calendar days following receipt of payment from the COUNTY for work satisfactorily completed by the Subcontractors that is not disputed by the CONTRACTOR. The CONTRACTOR further agrees, if the CONTRACTOR has withheld retainage from its Subcontractors, to release such retainage upon satisfactory completion of all work to be performed by Subcontractors. All retainage held for such completed work shall be paid by the CONTRACTOR to such Subcontractors within 30 days of the date work was satisfactorily completed, and pay same within ten (10) calendar days following receipt of payment of retained amounts from the COUNTY. A finding of nonpayment to Subcontractors and suppliers is a material breach of this Contract.
SPECIAL PROVISION 2A: PREVAILING WAGE RATES

NOT USED
Federal Grant Projects

1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through Broward County Aviation Department (BCAD) and (Federal Agency) referred to as Federal Aviation Administration (FAA) Letter of Intent No. LOI-3-12-0025-L01-2022, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

2. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents.
SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

NOT USED
SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement, which is a part of the Contract Documents.

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

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

4. CONTRACTOR shall furnish to the COUNTY Representative or the OCIP Administrator with 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 bid document, Form 00400-8, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.

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

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

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

8. Commercial General Liability with minimum limits of $2 million Dollars ($2,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Premises and/or Operations.

Independent Contractors or Contractor's Owners Protection Liability which includes liability coverage for operations performed for the name of the insured by independent
and/or subcontractor(s) that is(are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

Products and/or Completed Operations (Contractor shall maintain in force for 2 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage)

Explosion/Collapse and Underground Hazard.

Broad Form Property Damage.

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

COUNTY is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General / Excess Umbrella) for operations performed for the name of the insured by independent and/or subcontractor(s) that is (are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

9. Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000), for landside circulation, and Five Million Dollars ($5,000,000) for airside circulation, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles. (if applicable)
- Hired and Non-Owned Vehicles. (if applicable)
- Employers' Non-Ownership. (if applicable)
- Any Auto. (if applicable)

10. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

   Employers' Liability with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident.

   If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11. Professional Liability or equivalent Errors & Omissions Liability (including Internet Access Liability) shall be maintained with the limits of liability provided by such policy to be no less than (N/A) Dollars for each claim with a maximum deductible of not more than (N/A) Dollars. CONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of (N/A) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim.
CONTRACTOR/SUBCONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of two (2) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.

Consultant shall notify BROWARD COUNTY in writing within (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

12. Environmental Pollution Liability, which includes clean-up costs and Environmental Impairment Liability insurance coverages in the minimum amount of one million Dollars ($1,000,000) per claim, subject to a maximum deductible of fifty thousand Dollars ($50,000) per claim. Such policy shall include a one million Dollars ($1,000,000) annual policy aggregate and name Broward County as additional insured. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.

13. CONTRACTOR agrees to endorse COUNTY as additional insured with either a CG 2020 Additional Insured – Owners, Lessees, or Contractors or CG 2026 Additional Insured – Owners, lessees, or Contractors –Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. CONTRACTOR may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either the Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an “Additional Insured” on Umbrella or Excess Liability. The additional insured shall read “Broward County”. The certificate holder address shall read “Broward County”.

14. 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.

15. 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.

16. 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.
NOT USED
SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)

NOT USED
SPECIAL PROVISION 7A: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7B: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR TERMINAL MODERNIZATION PROGRAM OR OTHER PROJECTS/PROGRAMS EXCLUDING THE RUNWAY EXPANSION PROGRAM AND TERMINAL 4 EXPANSION

NOT USED
SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR RUNWAY EXPANSION PROGRAM

NOT USED
SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR AIRPORT TERMINAL 4 EXPANSION

NOT USED
Federal Aviation Administration Mandatory Contract Provisions

SECTION A

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies,

and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.
1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION B

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the 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.

SECTION C

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
SECTION D

ACCESS TO RECORDS AND REPORTS

The Contractor shall 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.

SECTION E

DISADVANTAGED BUSINESS ENTERPRISES

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.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Broward County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Broward County. This clause applies to both DBE and non-DBE subcontractors.

SECTION F

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

SECTION G

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SPECIAL PROVISION 8

21164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
SECTION H

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by
the FAA and the Sponsor of the Federal grant under which this contract is executed.

SECTION I

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49
CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the
above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a
foreign country on said list for use on the project, the Federal Aviation Administration may direct through
the Sponsor cancellation of the contract at no cost to the Government.

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

The contractor shall provide immediate written notice to the sponsor 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 subcontractor agrees to provide written notice to the contractor if
at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the
award. If it is later determined that the 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.

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.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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.

SECTION J

VETERAN’S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

SECTION K

DAVIS BACON REQUIREMENTS

Updated 2/14/2012

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)(i) 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 conforming 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 shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
(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 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 (write in name of appropriate federal agency) 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 (write in name of agency). 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/wh347instr.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 (write in name of appropriate
federal agency) 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 (write in name of agency), 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).

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
(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 § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, 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 who is not registered and participating in
a training plan approved by the Employment and Training Administration shall be paid not
less than the applicable wage rate on the wage determination for the classification of work
actually performed. In addition, any trainee performing work on the job site in excess of the
ratio permitted under the registered program shall be paid not less than the applicable wage
rate on the wage determination for the work actually performed. In the event the Employment
and Training Administration withdraws approval of a training program, the contractor will no
longer be permitted to 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

5. Compliance With Copeland Act Requirements.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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).

SECTION L

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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, 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 s/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, as amended, 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 procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 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 provision, 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.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.
SECTION N

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

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

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

   Timetables
   Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
   Goals for female participation in each trade (6.9%)

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

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

SECTION O

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

SPECIAL PROVISION 8
Z1164107/C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p 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 supervisor's 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 if 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).
SECTION P

TERMINATION OF CONTRACT

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

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

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

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
SECTION Q

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

SECTION R

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

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) above, 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 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 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.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
SECTION S

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

SECTION T

BUY AMERICAN PREFERENCES

The successful bidder must comply with Title 49 U.S.C. Section 50101. Unless otherwise formally approved by the FAA, all acquired steel and manufactured products installed under the AlP assisted project must be produced in the United States. Section 50101(b) permits conditional waivers of this preference. Specifically, the FAA will consider a waiver if the bidder can demonstrate:

1. Applying subsection 50101(a) is inconsistent with the public interest;
2. The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
3. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and final assembly occurs within the United States;
4. The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

As a condition of bid responsiveness, Bidder must indicate on the Buy American Certification whether it intends to meet Buy American requirements by only installing 100% United States made steel and manufactured products or if it intends to request a permissible waiver to Buy American preferences.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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 bolding and italics (example), this text has been added and is binding to this project. This process is utilized throughout the specifications and contract documents (excluding the plans).

Whenever the following terms are used in these specifications, in the contract, 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 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations 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, and includes its buildings and facilities, if any.


10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, joint venture, 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. A Calendar Day shall be every day shown on the calendar. A Calendar Day shall be a 24 Hour/day period from 12:00 AM to 12:00 AM and may include multiple work
shifts. As set forth in the Contract Documents, the Contractor is given a specific number of Calendar Days to perform the Work.

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, shall 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: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The 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, joint venture 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 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering and construction administration of the contract work and acting directly or through an authorized representative. The Engineer shall be understood to be the Engineer of Record for the Owner.

10-19 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.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement (if authorized by the Contract Documents) or CPEAM, but which is found by the Engineer or CPM to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 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/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner, Engineer, CPM, or by another public agency pursuant to an agreement with the Owner. It is also construction performed by

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the Contract Documents.

10-24 INSPECTOR. An authorized representative of the Engineer-CPM assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the 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.

10-26 LABORATORY. The official testing laboratory(ies) of the Owner or such other laboratories as may be designated by the Engineer-Owner.

10-27 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.

10-28 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 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. 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.

10-31 OWNER. The term Owner shall mean the party of the first part or the contracting agency signatory to the contract. Owner may designate authorized representatives, including the Program Management Office (PMO), the Quality Assurance Materials Testing representative (QAMT), and the Construction Project Manager (CPM), to act on its behalf in fulfilling the requirements of the Contract Documents. For AIP contracts, the term Sponsor shall have the same meaning as the term Owner as defined in Article 1 of the Contract Documents.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 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. **No electronic versions of the official hard copy drawings shall be approved or used for construction purposes.** Electronic files of the plans provided to the Contractor shall be used by the Contractor only for construction survey/layout purposes.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 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.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 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.

10-41 SPONSOR. See definition above of “Owner”.

10-42 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.

10-43 SUBGRADE. The soil which forms the pavement foundation.

10-44 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.

10-45 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 percent, 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.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
40-47 — TAXIWAY/TAXILANE. For the purpose of this document, the term "taxiway/taxilane" means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

40-48 — 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.

40-49 — 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 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10
SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders).

The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the owner's right to reject any and all bids.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified provided the costs of projects submitted as evidence of prequalification is equal to the estimated costs of the project for which the bidder is submitting a bid. The bidder must also provide proof that he/she is licensed in the State of Florida to perform construction activities.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner no later than 10 days prior to the specified date for opening bids at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons: The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following, but not limited to, reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

e. Contractor default under previous contracts with the Owner.

d. Unsatisfactory work on previous contracts with the Owner.

e. Contractor has an interest in any litigation or arbitration or other type claim against the Owner, PMO, QAMT, CPM or Engineer.

20-05—INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith, nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06—EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07—PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. If made by a joint venture, the name of the joint venture, a list of all joint venture partners, a copy of the joint venture agreement and the proposed person(s) signing the proposal shall give the name of the state under the laws of which the joint venture was chartered and the name, titles, and business...
address of the presidents, secretaries, and the treasurers.—Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08—IRREGULAR PROPOSALS.—Proposals shall be considered irregular for the following reasons:

Proposals shall be considered irregular for the following, but not limited to, reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced as interpreted by the Owner and Engineer.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

To be determined responsible, a prospective contractor must—

a. Have adequate financial resources to perform the contract or the ability to obtain such resources;

b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and Government business commitments;

c. Has a satisfactory performance record;

d. Has a satisfactory record of integrity and business ethics;

e. Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain such organization, experience, controls and skills;

f. Has the necessary production, construction, and technical equipment and facilities or the ability to obtain such equipment and facilities; and

g. Is otherwise qualified and eligible to receive an award under applicable laws and regulations. (FAR 9.101, 9.104-1.)

Further, responsibility relates to a bidder's ability or capacity to perform the contract requirements and is considered in the award of all federal government (and most state) contracts, whether the method of acquisition is sealed bidding or negotiated procurement.

Responsiveness applies only to sealed bid procurements and involves a bidder's unequivocal offer or promise to perform exactly the requirements stated in the solicitation.

In general, solicitation requirements relating to a bidder's capability and experience are associated with the bidder's responsibility.

SPECIAL PROVISION 8
21164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Requirements concerned with the products or services to be furnished, however, involve bid responsiveness.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. The proposal guarantee shall be in the amount of 5% of the maximum bid price submitted unless a different amount is required by the Owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened. The bidders shall meet all local requirements regarding the submittal of their bids if those requirements conflict with the requirements listed above.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening all bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. The bidders shall meet all local requirements regarding the withdrawal or revision of their bids if those requirements conflict with the requirements listed above.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons: A bidder shall be considered disqualified for any of the following, but not limited to, reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in Subsection 20-04, titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Where the Bidder has an interest in any litigation or arbitration or other type claim against the Owner, PMO, QAMT, CPM or Engineer.

e. Lack of competency as revealed by the Statement of Bidder's Qualifications.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
f. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

g. Previous projects where, in the judgment of the Owner, the Bidder performed unsatisfactorily and did not complete and close out the project in a timely manner resulting in the Owner not being able to close out the project with various funding agencies and resulting in the Owner potentially or actually losing planned funding for other projects.

END OF SECTION 20
SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified in the Contract Documents. No award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders three (3) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract Within fifteen (15) calendar days of being notified of the conditional award, the successful bidder shall furnish the Owner a surety bond or bonds which have been fully executed by the bidder and the surety.
guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06—EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15-20 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended. The successful bidder shall meet all local requirements regarding the timeframe for returning the fully executed contract if those requirements conflict with the requirements listed above.

30-07—APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08—FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15-20 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30
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 and incidentals required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent 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 which are for work within the general scope of the contract shall be covered by "Change Orders" or Contract Price Element Adjustment Memoranda (CPEAM) issued by the Engineer-Owner. Change orders for altered work shall include extensions modifications of contract time where, in the Engineer's and CPM's opinion, such extensions are commensurate with the amount and difficulty of added altered work and the demonstrated schedule impacts, and the request is in accordance with the Contract Documents.

Should the aggregate amount of altered work exceed the 25 percent 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.

For AIP contracts, all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds $2,000. However, if the contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All change orders or supplemental agreements (if authorized by the Contract Documents) shall require consent of the Contractor's surety and increased performance and payment bonds in 100% of the approved change order.

40-03 OMITTED ITEMS. The Engineer may, in through the Owner's best interest may delete, omit from the work any contract item upon approval of a Change Order or CPEAM, 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 nonperformed, 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 titled PAYMENT FOR OMITTED ITEMS of Section 90.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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 (if authorized by the Contract Documents) or CPEAMs, 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 or CPEAM. Change orders or CPEAMs for such extra work shall contain agreed unit prices for performing the change order or CPEAM work in accordance with the requirements specified in the change order or CPEAM, and shall contain any adjustment to the contract time that, in the Engineer's and CPM's opinion, is necessary for completion of such extra work.

When determined by the Engineer and CPM to be in the Owner's best interest, the CPM may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT 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, Change Order or CPEAM as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10 Contract Documents.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement (if authorized by the Contract Documents) or CPEAM) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection 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 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport. Therefore, the Contractor shall submit a Maintenance of Traffic Plan (MOT) to the CPM and BCAD for approval on the project prior to startup of construction. Additionally, the Contractor shall also submit additional Maintenance of Traffic (MOT) Plans to the CPM and BCAD during construction when there are phase changes or conditions in the construction areas that warrant them. Refer to Technical Specification G-100, paragraph 100-2.1, Maintenance of Traffic for details.

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 furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office) or the Florida Department of Transportation (FDOT) standards, latest edition whichever is more strict, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

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 and CPM shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer and CPM in accordance with the provisions of the contract.

Except as provided in the subsection 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 utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized 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, he may at his/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 CPM; or

c. Use such material for his/her 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., he shall request the Engineer's written 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/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 his/her use of such material so used in the work or removed from the site.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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/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.

40-09 FINAL CLEANING UP. 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. He 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 which 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 the contract.

The Engineer and CPM 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 and/or CPM 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/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer CPM will document his/her determination and recommend to the Owner and Engineer a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. No increase in the contract price shall be made for acceptance of any nonconformity that results in a finished product better than that intended by the requirements of the Contract Documents. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement (if authorized by the Contract Documents) or CPEAM) 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 and the Contract Documents.

For the purpose of this subsection, the term "reasonably close conformity" means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the Owner.

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 right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's SPECIAL PROVISION 8

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 98 of 182

CON-3-15-2013
prosecution 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 to use good engineering judgment in his/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.

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

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

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-conclusions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions conditions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions or other sections of the Contract Documents conflict with General Provisions-Conditions or Technical Specifications, the Special Provisions or other sections of the Contract Documents shall govern.

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five ten (10) copies each of the plans and specifications. He 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 he shall cooperate with the Engineer and CPM's his/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/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 and/or CPM or his/her authorized representative.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 99 of 182

CON-3-15-2013
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 his/her 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/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 by him because of the presence and operations of other Contractors working within the limits of the same project.

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

During performance of the Work under this Contract, the following other contracts may be under construction:

1. Terminal 4 Gate Replacement – Phase 1 (Western Expansion)
2. Terminal 4 Gate Replacement – Phase 2 (Eastern Expansion)
3. Demolition of East Side facilities
4. Demolition of West Side facilities
5. Aircraft Parking Apron – (Western Expansion)
6. Aircraft Parking Apron – (Eastern Expansion)
7. Hydrant Fueling (Western Expansion)
8. Hydrant Fueling (Eastern Expansion)
9. Site Preparation and NAVAIDS Infrastructure
10. US1/FEC Railroad Structures
11. Landside Improvements
12. Various Airport Expansion Program Demolitions Projects
13. Various Other Capital Improvements Projects

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 his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her 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 to the Contractor at the discretion of the Engineer. The Contractor shall furnish, at his expense, all horizontal and vertical control, and all staking and layout of construction work called for on the plans and in accordance with Technical Specification P-104, Project Survey and Stakeout. The Engineer, CPM and Owner shall not be responsible for such work. However, the Owner, CPM and/or Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor. Should the Owner's surveyor detect errors in said lines, grades, and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades, and measurements. Included in this are all blue top staking or other forms of grade establishment for subgrade and base course installation, when applicable. Definition of an error shall be 1/4" or more vertically for any material used in the project that does not have a defined tolerance.
The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

The Contractor must give weekly *electronic* copies of the survey notes to the Engineer-CPM so that the Engineer-CPM may check them as to accuracy and method of staking. All areas that are staked by the Contractor must *may* be checked by the Engineer prior to beginning any work in the area. The Engineer *and/or* CPM *will may* make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans—or—established—by—the—Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses therewith. The cost thereof 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:

- Clearing and Grubbing perimeter staking.
- Rough Grade slope stakes at 100-foot stations.
- Drainage Swales slope stakes and flow line blue tops at 50-foot stations.
- Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:
  - a. Runway — minimum 5 per station
  - b. Taxiways — minimum 3 per station
  - c. Holding apron areas — minimum 3 per station
  - d. Roadways — minimum 3 per station
- Base Course blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:
  - a. Runway — minimum 5 per station
  - b. Taxiways — minimum 3 per station
  - c. Holding apron areas — minimum 3 per station
- Pavement areas:
  - a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
  - b. Between Lifts at 25-foot stations for the following section locations:
    - Runways — each paving lane width

SPECIAL PROVISION 8
21164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
2) Taxiways – each paving lane width
3) Holding areas – each paving lane width

c. After finish paving operations at 50-foot stations
(1) All paved areas – Edge of each paving lane prior to next paving lot

4) Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets

Fence lines at 100-foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI’s, PAPI’s, REIL’s, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

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

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

Property lines, if applicable.

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer- CPM 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 of 48 hours following the breakdown or malfunction, provided this method of operations will provide product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner 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 employed by the Owner are authorized to notify the Contractor or his/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 his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer and CPM. The Engineer and CPM 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 and/or CPM requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

The Engineer, CPM and/or their authorized representatives shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency they deem necessary to satisfy themselves that the final in-place product meets the requirements of the plans, specifications and Contract Documents.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which 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 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 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, 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 forthwith 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 which 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/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This 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 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer CPM 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 CPM'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 prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer and CPM to make final inspection of that unit. If the Engineer and CPM finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Partial acceptance or beneficial occupancy of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is substantially complete and accepted by the Owner, unless otherwise provided by the Contract Documents.

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. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, CPM, Owner and representative of the Federal Aviation Administration and/or State funding agency (when applicable) will make an inspection. Final acceptance of the project shall not occur until the FAA and/or State funding agency representative(s) (when applicable) have made their inspection and the FAA and/or State funding agency has accepted the project (when applicable). If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Contractor shall be notified by the Engineer in writing of the Owner's 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 and CPM will give the Contractor the necessary instructions for correction of same and the Contractor

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the recommendation for final acceptance and notify the Contractor in writing of the Owner's this acceptance as of the date of final inspection.

50-16 CLAIMS REQUESTS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation or time is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer and CPM in writing of his/her intention to claim seek such additional compensation or time before he begins the work on which he bases the claim request. Such notice shall be given within two (2) days of the commencement of the event giving rise to the request. If such notification is not given or the Engineer and CPM 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 request for such additional compensation or time. Such notice by the Contractor and the fact that the Engineer and CPM has have kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim request. Within (14) fourteen days of the commencement of the event When the work on which the claim request for additional compensation or time is based has been completed, the Contractor shall, within ten (10) calendar days, submit to the Engineer and CPM all documentation supporting his/her request for additional compensation or time, his/her written claim to the Engineer and CPM who will present it to the Owner for consideration in accordance with local laws or ordinances, and the Owner shall consider the request in accordance with the provisions of the Contract Documents.

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; and

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 which 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 its adoption, 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 judgement such prices do not represent a fair measure of the value of the work to be performed or deleted.

The owner shall require the Contractor to share in the owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. 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 which 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 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 percent 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.

If the cost savings are due to the contractor's negligence in submitting timely shop drawings, cut sheets, etc., which result in potential delays to the project completion, any cost savings brought about by substituting materials approved by the Engineer shall not be eligible for sharing of those cost savings.

END OF SECTION 50
SECTION 60

CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on 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 and CPM 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 approved 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 FAA 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 that is recognized as qualified (by FAA) to produce such specified equipment.

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:

<table>
<thead>
<tr>
<th>EQUIPMENT NAME</th>
<th>CITED FAA SPECIFICATIONS</th>
<th>EFFECTIVE FAA AC OR APPROVAL LETTER FOR EQUIPMENT AND MANUFACTURER</th>
</tr>
</thead>
</table>

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested for acceptance, and approved by the Engineer and CPM 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 and CPM, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods which are current on the date of advertisement for bids will be made by and at the expense of the Owner. Samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to, or during or after incorporation into the work. Copies of all tests will be furnished to the Contractor’s representative at his/her request.

The Contractor shall employ a testing organization to perform all Contractor required quality control tests. The Contractor shall submit to the Engineer or CPM resumes on all testing organizations and individual persons who will be performing the tests. The Engineer or CPM will determine if such persons are qualified. All the test data shall be reported to the Engineer or CPM after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer or CPM daily, along with printed SPECIAL PROVISION 8

Z21164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 107 of 182 CON-3-15-2013
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 CPM showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests. Refer to Section 100 for more details and requirements.

The owner shall pay for all passing acceptance tests. The Contractor shall pay for all failing acceptance tests. Charges for failing tests will be deducted from the Contractor's current pay application. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the CPM or their authorized representatives. The Contractor shall be responsible for notifying the Owner authorized testing laboratory to pick up the acceptance test samples. Also, the Engineer and CPM reserves the right to perform acceptance testing at any location on the project, and at any frequency he/she deems necessary before, during and after incorporation of all materials into the project to satisfy themselves and insure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

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

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

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

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, he 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 CPM or his/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 his/her acceptance of the material or assembly.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Should the Engineer or CPM conduct plant inspections, the following conditions shall exist:

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

b. The Engineer or CPM 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 or CPM, 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 which 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/CPM FIELD OFFICE AND LABORATORY. 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 the construction and shall be separate from any building used by the Contractor. A land-line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge and local calls only. Any Long Distance Tolls shall be the responsibility of the caller. The Contractor shall furnish [FAX machine, photocopy machine, water, sanitary facilities, heat, air conditioning and electricity]. No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost shall be included in the price bid for the various items of the contract. The Contractor and his/her superintendent shall provide all reasonable facilities to enable the Engineer and CPM to inspect the workmanship and materials entering into the work. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer and CPM as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein, in Specification Item G-102, Contractor's Field Office.

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 so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer CPM. 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, CPM and Owner. 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 CPM 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/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 assemblies, 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 herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

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 which 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. He 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/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 himself or his/her 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 prosecution 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, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, CPM, PMO, QAMT, Engineer, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution 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:

Owner (Utility or Other Facility)
Location (See Plan Sheet No.)
Person to Contact (Name, Title, Address and Phone)

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. Owner or the individual owner of an affected utility or facility.

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 so as 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 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.
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 United States Code (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 Administrator, FAA, 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, 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/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/her health or safety.

**70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control his/her operations and those of his/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/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection 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 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 shall be a maximum of 18-inches high. Unless otherwise specified, barricades shall be spaced not more than 25-feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05. *This shall include any specialty barricades, warning signs, markings, lighted runway closure markers, etc.*

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office). *The Contractor shall submit a Maintenance of Traffic Plan (MOT) to BCAD and the CPM for approval on the project prior to startup of construction. Refer to Technical Specification Item G-100, paragraph 100-2.1, Maintenance of Traffic for details.*

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings, latest change. *The Contractor*
shall submit a Maintenance of Traffic Plan (MOT) to BCAD and the CPM for approval on every project phase prior to startup of construction. Refer to Technical Specification G-100, paragraph 100.2.1 Maintenance of Traffic for details.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and his/her 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 150/5370-2E, Operational Safety on Airports During Construction.

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

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 dismantling is directed by the Engineer CPM.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution 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/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

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

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

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 CPM 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 prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have 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 nonexecution thereof by the Contractor, he shall restore, at his/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 he shall make good such damage or injury in an acceptable manner.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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, person(s), 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/her contract as may be 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/her surety may be held until such suit or suit(s), action(s), or claim(s) for injuries or damages as aforesaid 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 is adequately protected by public liability and property damage insurance. Refer to Section 3-General Conditions, Article 39.

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 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/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

<table>
<thead>
<tr>
<th>Phase or Description</th>
<th>Required Date or Sequence of Owner's Beneficial Occupancy</th>
<th>Work Shown on Plan Sheet</th>
</tr>
</thead>
</table>

Refer to the various Phasing Plan sheets of the drawings for phasing and for descriptions and durations of each phase.

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

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/her expense.
The Contractor shall make his/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 in FAA AC 150/5370-2E, Operational Safety on Airports During Construction. (See Special Provisions.)

Contractor shall refer to the approved safety plan and associated phasing plans to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50 Contract Documents, 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 nonexecution 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/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, seedings, and soddings furnished under his/her 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 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 his/her 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.

Utility Service or Facility
Person to Contract (Name, Title, Address, & Phone)
Owner's Emergency Contact (Phone)

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 his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer CPM.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her 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 thirty (30) 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 CPM.

The Contractor's failure to give the two-thirty (30) day's notice hereinabove provided 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 excavation methods acceptable to the Engineer CPM within 3-feet (90 cm) 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, he shall immediately notify the proper authority, and the Engineer CPM 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 his/her operations whether or not due to negligence or accident. The contract Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/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 prosecution 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 notify the above-named FAA Airway Facilities Point-of-Contact 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 prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above-named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above-named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities 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 Airway Facilities' specifications and require approval by the above-named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

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

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, CPM, PMO, QAMT or his/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/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/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. He/she 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 ARCHAEOLICAL 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/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location.
and notify the Engineer-CPM. The Engineer-CPM will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her 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 modification (change order or supplemental agreement or CPEAM) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70
SECTION 80

PROSECUTION AND PROGRESS

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

Should the Contractor elect to assign his/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. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer CPM.

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 10 days of the date set by the 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 Notice to Proceed shall be issued by the Owner.

The Contractor shall be given at least two notices to proceed (NTP). The First NTP shall authorize preconstruction work, and the Contractor shall commence such work within ten (10) calendar days of issuance of the First NTP. The Second NTP shall authorize commencement of construction work. The Contractor shall notify the Owner, CPM and Engineer at least 48 hours in advance of the time actual construction operations will begin. There shall also be the possibility of multiple Notices to Proceed given during the course of the project for either administrative or varying construction phases of the work.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's and CPM's approval within 10 calendar days after the effective date of the first notice to proceed. The Contractor's progress schedule, when approved by the Engineer and CPM, 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 CPM's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner, CPM and Engineer at least 48 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the particular notice to proceed is issued by the Owner.

All Contractor questions and clarifications of the contract documents must be addressed through a Request for Information (RFI) process administered by the CPM. RFIs will be generated by the Contractor and answered through the CPM utilizing the County's Prolog database.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

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

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified, immediately obey all instructions to vacate the AIR OPERATIONS AREA, and immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (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:

<table>
<thead>
<tr>
<th>AOA</th>
<th>TIME PERIODS AOA CAN BE CLOSED</th>
<th>TYPE OF COMMUNICATIONS REQUIRED WHEN WORKING IN AN AOA</th>
<th>CONTROL AUTHORITY</th>
</tr>
</thead>
</table>

Contractor shall be required to conform to safety standards contained in AC 150/5370-2E, 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 safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2E. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures 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 safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner, CPM, Engineer.

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

SPECIAL PROVISION 8
Z1164/107C1-Demolition of Hilton Hotel and Nautical Ventures (fka Dania Boat Sales)
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 and, in the opinion of the Engineer, CPM or Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer-CPM, 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-CPM.

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

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

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

b. Incompetent, disorderly, intemperate or incorrigible employees shall be dismissed from the project by the Contractor or his representative when requested by the CPM or the Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

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

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

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

All equipment which 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 CPM. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer CPM 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 CPM 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 CPM 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 he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution 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 Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims Requests for such compensation shall be filed with the Engineer and CPM within the time period stated in the Owner's order to resume work. The Contractor shall submit with his/her claim request information substantiating the amount shown on the claim request. The Engineer and/or CPM will forward the Contractor's claim to the Owner—shall consider the request for consideration in accordance with the Contract Documents, 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 Contractor, 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. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

SPECIAL PROVISION 8
Z164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/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 AND/OR CPM shall base his/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 6 hours 50% of the normal calendar day, whether single, double or triple shifts, with the normal work force employed on such principal item, except where specific defined project elements, phases, etc. establishes a shorter time frame due to operational constraints of the airport. Should the normal work force be on a double shift, 12 hours shall be used. Should the normal work force be on a triple shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

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

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

4. The Engineer CPM will not make charges against the contract time after the date of final acceptance SUBSTANTIAL COMPLETION as defined in the subsection titled FINAL ACCEPTANCE of Section 50 IN THE CONTRACT DOCUMENTS.

5. The Contractor will be allowed one (1) week in which to file a written protest setting forth his/her objections to the Engineer's CPM'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 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 second notice to proceed and including all Saturdays, Sundays, holidays, and nonwork 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.

The definition of a calendar day shall be further defined as including any day and night work. If the Contractor works a day shift and no more, that shall be counted as a calendar day. If the Contractor works a night shift and no more, that shall be counted as a calendar day. If

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
the Contractor works a day and night shift, that double or triple shift shall be counted as a calendar day.

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 completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer CPM for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer and CPM finds that 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 in such amount as the conditions justify. 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 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/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>LIQUIDATED DAMAGES COST</th>
<th>ALLOWED CONSTRUCTION TIME</th>
</tr>
</thead>
</table>

The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] days. (Note: this paragraph will be modified for each project.)

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.

The Contractor shall be charged liquidated damages in the amount shown in the Contract Documents. of.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor: The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following, but not limited to, reasons:

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
a. Fails to begin the work under the contract within the time specified in the *any* "Notice to Proceed," or

b. Fails to perform the work or fails to provide sufficient workers, equipment 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 prosecution 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 him 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 *Owner* consider the Contractor in default of the contract for any reason hereinbefore, the *CPM* 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 CPM* 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 prosecution 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 CPM* 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 prosecution 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.

---

**SPECIAL PROVISION 8**

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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 Contractor CPM.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/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 Owner prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [400] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [250] feet of an active runway at any time.

END OF SECTION 80
SECTION 90

MEASUREMENT AND PAYMENT

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

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

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) 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 and/or CPM.

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 inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer CPM. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be 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 CPM 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 to the Engineer CPM, 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 CPM 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 CPM 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 (kilogram). When measured by volume, such volumes will be measured at 60 degrees F (15 C) or will be corrected to the volume at 60 degrees F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

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

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

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

Timber will be measured by the thousand feet board measure (M.F.B.M.) 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 CPM in connection with force account work will be measured as agreed in the change order or supplemental agreement *if authorized by the Contract Documents* or CPEAM authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT 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 gage, 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 one-half percent 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 percent 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 (10) standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

SPECIAL PROVISION 8

Z116410701-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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 percent.

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 CPM. 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 prosecution thereof, subject to the provisions of the subsection 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 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/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 titled OMITTED ITEMS of Section 40, the Engineer and/or CPM 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 and/or CPM 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 and/or CPM's order to omit or nonperform such contract item.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's and/or CPM'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 and/or CPM'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 and the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection 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 or CPEAM authorizing the extra work. When the change order or supplemental agreement or CPEAM authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed-upon an allowance contractually-established fee for overhead and profit determined in accordance with the Contract Documents, as follows:

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman including supplemental benefits, payroll taxes, insurance premiums and other reasonable charges that are paid by the Contractor pursuant to existing written agreements with employees and/or labor organizations.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

For Contractor self-owned equipment, the maximum rate paid for equipment will be determined based upon the following factors:

(i) The base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors' latest edition, divided by eight (8). Where no daily rate is listed, the daily rate will be determined by dividing the monthly rate by 10.

(ii) The first 20 hours will be paid at 90 percent of the above base hourly rate. For 21 to 40 hours, the rate will be 80 percent of the above base hourly rate. For over 40 hours, the rate will be 45 percent of the above base hourly rate.

(iii) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account job.

SPECIAL PROVISION 8
Z164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
(iv) For rented equipment, such equipment will be paid for based upon rental cost as approved by the Engineer. Invoices showing rental charges must be submitted to the CPM for such payment.

(v) For use of all equipment when, in the opinion of the Contractor and as approved by the Engineer, suitable equipment is not available on the site, the movement of required equipment to and from the site will be paid for at actual cost.

(vi) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The CPM shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

(vii) In the event that a rate is not established in the Associated Equipment Distributors-Rental Rates, latest edition, for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials to the site.

(5) Cost of property damage, liability and workman’s compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Profit and Overhead. Profit and overhead amount shall be computed at fifteen (15) percent of the following:

(i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor-related fringe benefit payments as defined in (1) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(ii) Total Cost of Materials as defined in (3) and (4) above.

(iii) If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in (1) through (5) above, or on such other basis as may be approved by the Owner. Contractor’s profit and overhead on subcontractor’s work shall be computed at seventeen and one-half (17.5) percent as limited in this section. Subcontractor’s profit and overhead amount shall be computed at seven and one-half (7.5) percent of materials and direct labor to cover the subcontractor’s profit, superintendence, administration, insurance and other overhead. For purposes of computing profit and overhead, only one level or tier of subcontractors will be allowed.

(7) Overhead shall be defined to include the following items:

(i) Premium on bond.
(ii) Premium on insurance required by the State, Workmen’s Compensation Insurance, public liability and property damage insurance, unemployment insurance, federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his employee.

(iii) All salary and expenses of executive officers, supervising officers or supervising employees.

(iv) All clerical or stenographic employees.

(v) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services.

(vi) All drafting room accessories such as paper, blueprinting, etc.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor’s stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

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 CPM and Contractor and coordinated with the Engineer of the value of the work performed and materials complete 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 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

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 unless Owner-required timeframe is less, then the more stringent timeframe shall govern. 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 unless Owner-required timeframe is less, then the more stringent timeframe shall govern. 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 unless otherwise stipulated by Owner requirements.

From the total of the amount determined to be payable on a partial payment, retainage in the amount specified in the General Conditions of the Contract Documents 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 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
When at least 95 percent 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 or CPEAMs, 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 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, CPM, QAMT and Engineer 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.

80-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Owner and CPM at or on an approved site.

b. The Contractor has furnished the Engineer and CPM with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer and CPM 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 anytime 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/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 Section 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 10 percent 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.

90.09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50 Contract Documents, the Engineer and CPM will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer’s and CPM’s final estimate or advise the Engineer and CPM of his/her 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 or CPEAM. The Contractor, and the Engineer CPM shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within thirty (30) calendar days of the Contractor’s receipt of the Engineer’s and CPM’s final estimate. If, after such 30 day period, a dispute still exists, the Contractor may approve the Engineer’s and CPM’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 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer’s and CPM’s final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

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

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 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 the provisions

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
of-the-Contract-Documents. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90
SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01—GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor, and the Engineer and CPM that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer and CPM and a written finding of no objection to the Quality Control Program is provided by the Engineer and CPM.

No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer and CPM.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer and Owner.

The quality control requirements established herein are specific to the subgrade and other paving materials planned for use on this project. The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer and Owner.

100-02—DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer and CPM prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer and CPM for review at least [10] calendar days before the preconstruction meeting.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

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

The quality control requirements established herein are specific to the subgrade and other paving materials planned for use on this project.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.
Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

1. Professional engineer with 1 year of airport paving experience acceptable to the Engineer and CPM.

2. Engineer in training with 2 years of airport paving experience acceptable to the Engineer and CPM.

3. An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer and CPM, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

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

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

7. A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer and CPM.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsmen with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100.06.

2. Performance of all quality control tests as required by the technical specifications and Section 100.07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of
work activity. The Quality Control Program shall state where different technicians will be required for
different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction
schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path
Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall
provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress
schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work
schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and
coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all
submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The
listing can be developed in a spreadsheet format and shall include:

a. Specification item number;
b. Item description;
c. Description of submittal;
d. Specification paragraph requiring submittal; and
e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to
provide inspections for all definable features of work, as detailed below. All inspections shall be
documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until
completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic
inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust
and control mix proportioning to meet the approved mix design and other requirements of the technical
specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper
operating condition. The Quality Control Program shall detail how these and other quality control
functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be
utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing,
and compacting shall be inspected to ensure its proper operating condition and to ensure that all such
operations are in conformance to the technical specifications and are within the plan dimensions, lines,
grades, and tolerances specified. The Program shall document how these and other quality control
functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the
Contractor shall implement a quality control testing plan, as required by the technical specifications. The
testing plan shall include the minimum tests and test frequencies required by each technical specification
Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- **a.** Specification item number (e.g., P-401);
- **b.** Item description (e.g., Plant Mix Bituminous Pavements);
- **c.** Test type (e.g., gradation, grade, asphalt content);
- **d.** Test standard (e.g., ASTM or AASHTO test number, as applicable);
- **e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- **f.** Responsibility (e.g., plant technician); and
- **g.** Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer and CPM shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

**100-08 DOCUMENTATION.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, results of inspections or tests, nature of defects, deviations, causes for rejection, etc., proposed remedial action, and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer and CPM daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- **a. Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer and CPM. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

  1. Technical specification item number and description;
  2. Compliance with approved submittals;
(3) Proper storage of materials and equipment;

(4) Proper operation of all equipment;

(5) Adherence to plans and technical specifications;

(6) Review of quality control tests; and

(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Contractor Program Administrator. The Engineer CPM shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description;

(2) Test designation;

(3) Location;

(4) Date of test;

(5) Control requirements;

(6) Test results;

(7) Causes for rejection;

(8) Recommended remedial actions; and

(9) Retests.

Test results from each day's work period shall be submitted to the Engineer CPM prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Contractor Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

SPECIAL PROVISION 8
Z118410701-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

400-10 SURVEILLANCE BY THE ENGINEER/CPM. All items of material and equipment shall be subject to surveillance by the Engineer and CPM at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer and CPM at the site for the same purpose.

Surveillance by the Engineer and CPM does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

400-11 NONCOMPLIANCE.

——— a. The Engineer and/or CPM will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer and/or CPM or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

——— b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer and CPM, the Engineer-CPM may:

——— (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

——— (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 400
SECTION 110

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

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality Index(es), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor’s risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner’s risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR’S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing the PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot values within the lot by using the following formula:

\[
X = \frac{x_1 + x_2 + x_3 + \ldots + x_n}{n}
\]

Where: \( X \) = Sample average of all sublot-values within a lot

\( x_1, x_2, \ldots \) = Individual sublot-values
e. Find the sample standard deviation \( S_n \) by use of the following formula:

\[
S_n = \sqrt{\frac{1}{n-1} \sum (x_i - \bar{x})^2}
\]

Where: \( S_n \) = Sample standard deviation of the number of sublot-values in the set
\( x_i \) = Deviations of the individual sublet-values \( x_1, x_2, \ldots \) from the average value \( \bar{x} \) that is: \( d_1 = (x_1 - \bar{x}), d_2 = (x_2 - \bar{x}), \ldots \)
\( n \) = Number of sublots

f. For single-sided specification limits (i.e., L only), compute the Lower Quality Index \( Q_L \) by use of the following formula:

\[
Q_L = \frac{X - L}{S_n}
\]

Where: \( L \) = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with \( Q_L \) using the column appropriate to the total number \( n \) of measurements. If the value of \( Q_L \) falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes \( Q_L \) and \( Q_U \) by use of the following formulas:

\[
Q_L = \frac{X - L}{S_n} \quad \text{and} \quad Q_U = \frac{U - X}{S_n}
\]

Where: \( L \) and \( U \) = specification lower and upper tolerance limits

Estimate the percentage of material between the lower \( (L) \) and upper \( (U) \) tolerance limits (PWL) by entering Table 1 separately with \( Q_L \) and \( Q_U \) using the column appropriate to the total number \( n \) of measurements, and determining the percent of material above \( P_U \) and percent of material below \( P_L \) for each tolerance limit. If the values of \( Q_L \) fall between values shown on the table, use the next higher value of \( P_L \) or \( P_U \). Determine the PWL by use of the following formula:

\[
PWL = \frac{P_U + P_L}{2} \times 100
\]

Where: \( P_L \) = percent within lower specification limit
\( P_U \) = percent within upper specification limit
EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.
   - A.1 96.60
   - A.2 97.55
   - A.3 99.30
   - A.4 98.35
   - n = 4

2. Calculate average density for the lot:
   \[ X = \frac{x_1 + x_2 + x_3 + \ldots + x_n}{n} \]
   \[ X = \frac{96.60 + 97.55 + 99.30 + 98.35}{4} \]
   \[ X = 97.95 \text{ percent density} \]

3. Calculate the standard deviation for the lot:
   \[ S_v = \sqrt{\frac{(96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2}{4}} \]
   \[ S_v = \sqrt{\frac{1.82 + 0.16 + 1.82 + 0.16}{3}} \]
   \[ S_v = 1.15 \]

4. Calculate the Lower Quality Index \( Q_L \) for the lot: \( L = 96.3 \)
   \[ Q_L = \frac{X - L}{S_v} \]
   \[ Q_L = \frac{97.95 - 96.3}{1.15} \]
   \[ Q_L = 1.4348 \]

5. Determine PWL by entering Table 1 with \( Q_L = 1.44 \) and \( n = 4 \).
   \[ \text{PWL} = 98 \]
B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.
   A 1 5.00
   A 2 3.74
   A 3 2.30
   A 4 3.25

2. Calculate the average air voids for the lot.
   \[
   X = \frac{(x_1 + x_2 + x_3 + \ldots + x_n)}{n}
   \]
   \[
   X = \frac{(5.00 + 3.74 + 2.30 + 3.25)}{4}
   \]
   \[
   X = 3.57 \text{ percent}
   \]

3. Calculate the standard deviation \( S_n \) for the lot.
   \[
   S_n = \sqrt{\frac{(3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2)}{(n - 1)}}
   \]
   \[
   S_n = \sqrt{\frac{(3.04^2 + 0.03^2 + 1.62^2 + 0.10^2)}{3}}
   \]
   \[
   S_n = 1.12
   \]

4. Calculate the Lower Quality Index \( Q_L \) for the lot. \((L = 2.0)\)
   \[
   Q_L = \frac{(X - L)}{S_n}
   \]
   \[
   Q_L = \frac{(3.57 - 2.00)}{1.12}
   \]
   \[
   Q_L = 1.3992
   \]

5. Determine \( P_L \) by entering Table 1 with \( Q_L = 1.41 \) and \( n = 4 \).
   \( P_L = 97 \)

6. Calculate the Upper Quality Index \( Q_U \) for the lot. \((U = 5.0)\)
   \[
   Q_U = \frac{(U - X)}{S_n}
   \]
   \[
   Q_U = \frac{(5.00 - 3.67)}{1.12}
   \]
   \[
   Q_U = 1.2702
   \]

7. Determine \( P_U \) by entering Table 1 with \( Q_U = 1.27 \) and \( n = 4 \).
   \( P_U = 93 \)

SPECIAL PROVISION 8
Z1164107C1-Demo lition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
8. Calculate Air Voids PVVL

\[ PVVL = \left( \frac{P_L + P_U}{100} \right) \times 100 \]

\[ PVVL = \left( \frac{97 + 93}{100} \right) \times 100 = 90 \]

**EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E-178)**

Project: Example Project
Test Item: Item P 401, Lot A.

A. Outlier Determination for Mat Density

1. Density of four random cores taken from Lot A arranged in descending order.
   - A3 99.30
   - A4 98.35
   - A2 97.65
   - A1 96.60

2. Use \( n = 4 \) and upper 5 percent significance level to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

   a. For measurements greater than the average:
      
      \[ \text{If: } \frac{\text{measurement} - \text{average}}{\text{standard deviation}} < \text{test criterion,} \]
      
      \[ \text{Then: the measurement is not considered an outlier} \]
      
      for A3. Check if \( (99.30 - 97.95)/1.15 < 1.463 \)
      
      1.174 is less than 1.463, the value is not an outlier

   b. For measurements less than the average:
      
      \[ \text{If: } \frac{\text{average} - \text{measurement}}{\text{standard deviation}} < \text{test criterion,} \]
      
      \[ \text{Then: the measurement is not considered an outlier} \]
      
      for A1. Check if \( (97.95 - 96.60)/1.15 > 1.463 \)
      
      1.0 is less than 1.463, the value is not an outlier

**NOTE:** In this example, a measurement would be considered an outlier if the density was:

- greater than \((97.95 + 1.463 \times 1.15) = 99.63\) percent or,
- less than \((97.95 - 1.463 \times 1.15) = 96.27\) percent

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (flka Dania Boat Sales)
ROUNDING RULES

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

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

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

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

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

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

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

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.
<table>
<thead>
<tr>
<th>n = 3</th>
<th>n = 4</th>
<th>n = 5</th>
<th>n = 6</th>
<th>n = 7</th>
<th>n = 8</th>
<th>n = 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.05</td>
<td>0.025</td>
<td>0.015</td>
<td>0.010</td>
<td>0.007</td>
<td>0.005</td>
<td>0.003</td>
</tr>
<tr>
<td>0.025</td>
<td>0.015</td>
<td>0.010</td>
<td>0.007</td>
<td>0.005</td>
<td>0.003</td>
<td>0.002</td>
</tr>
<tr>
<td>0.015</td>
<td>0.010</td>
<td>0.007</td>
<td>0.005</td>
<td>0.003</td>
<td>0.002</td>
<td>0.001</td>
</tr>
<tr>
<td>0.010</td>
<td>0.007</td>
<td>0.005</td>
<td>0.003</td>
<td>0.002</td>
<td>0.001</td>
<td>0.000</td>
</tr>
<tr>
<td>0.007</td>
<td>0.005</td>
<td>0.003</td>
<td>0.002</td>
<td>0.001</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>0.005</td>
<td>0.003</td>
<td>0.002</td>
<td>0.001</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>0.003</td>
<td>0.002</td>
<td>0.001</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
</tbody>
</table>

Positive Values of (q, and c)

TABLE 4: Table for Estimating Percent of Lot Within Limits (PWL)
**TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL) (CONT'D)**

<table>
<thead>
<tr>
<th>Percent Within Limits $P_c$ and $P_u$</th>
<th>Positive Values of $Q$ ($Q_u$ and $Q_L$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$n = 3$</td>
</tr>
<tr>
<td>58</td>
<td>0.2672</td>
</tr>
<tr>
<td>67</td>
<td>0.2619</td>
</tr>
<tr>
<td>66</td>
<td>0.2464</td>
</tr>
<tr>
<td>55</td>
<td>0.1806</td>
</tr>
<tr>
<td>64</td>
<td>0.1447</td>
</tr>
<tr>
<td>53</td>
<td>0.1087</td>
</tr>
<tr>
<td>52</td>
<td>0.0726</td>
</tr>
<tr>
<td>54</td>
<td>0.0363</td>
</tr>
<tr>
<td>50</td>
<td>0.0</td>
</tr>
</tbody>
</table>
### Table 1: Table for Estimating Percent of Lot Within Limits (PWL)

<table>
<thead>
<tr>
<th>Percent Within Limits</th>
<th>Negative Values of Q (Q_L and Q_U)</th>
<th>n=3</th>
<th>n=4</th>
<th>n=5</th>
<th>n=6</th>
<th>n=7</th>
<th>n=8</th>
<th>n=9</th>
<th>n=10</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>-0.0363</td>
<td>-0.0300</td>
<td>-0.0281</td>
<td>-0.0272</td>
<td>-0.0267</td>
<td>-0.0264</td>
<td>-0.0262</td>
<td>-0.0260</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>-0.0726</td>
<td>-0.0600</td>
<td>-0.0562</td>
<td>-0.0544</td>
<td>-0.0534</td>
<td>-0.0528</td>
<td>-0.0524</td>
<td>-0.0521</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>-0.1097</td>
<td>-0.0900</td>
<td>-0.0843</td>
<td>-0.0817</td>
<td>-0.0802</td>
<td>-0.0782</td>
<td>-0.0786</td>
<td>-0.0781</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>-0.1447</td>
<td>-0.1200</td>
<td>-0.1125</td>
<td>-0.1090</td>
<td>-0.1070</td>
<td>-0.1057</td>
<td>-0.1049</td>
<td>-0.1042</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>-0.1806</td>
<td>-0.1500</td>
<td>-0.1408</td>
<td>-0.1363</td>
<td>-0.1338</td>
<td>-0.1322</td>
<td>-0.1312</td>
<td>-0.1304</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>-0.2164</td>
<td>-0.1800</td>
<td>-0.1688</td>
<td>-0.1636</td>
<td>-0.1607</td>
<td>-0.1592</td>
<td>-0.1575</td>
<td>-0.1566</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>-0.2519</td>
<td>-0.2100</td>
<td>-0.1971</td>
<td>-0.1911</td>
<td>-0.1877</td>
<td>-0.1856</td>
<td>-0.1840</td>
<td>-0.1829</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>-0.2872</td>
<td>-0.2400</td>
<td>-0.2264</td>
<td>-0.2186</td>
<td>-0.2147</td>
<td>-0.2122</td>
<td>-0.2105</td>
<td>-0.2093</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>-0.3222</td>
<td>-0.2700</td>
<td>-0.2537</td>
<td>-0.2461</td>
<td>-0.2418</td>
<td>-0.2391</td>
<td>-0.2372</td>
<td>-0.2358</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>-0.3568</td>
<td>-0.3000</td>
<td>-0.2822</td>
<td>-0.2738</td>
<td>-0.2694</td>
<td>-0.2660</td>
<td>-0.2639</td>
<td>-0.2624</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>-0.3911</td>
<td>-0.3300</td>
<td>-0.3107</td>
<td>-0.3016</td>
<td>-0.2964</td>
<td>-0.2931</td>
<td>-0.2908</td>
<td>-0.2892</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>-0.4251</td>
<td>-0.3600</td>
<td>-0.3392</td>
<td>-0.3296</td>
<td>-0.3239</td>
<td>-0.3203</td>
<td>-0.3179</td>
<td>-0.3161</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>-0.4586</td>
<td>-0.3900</td>
<td>-0.3679</td>
<td>-0.3576</td>
<td>-0.3515</td>
<td>-0.3477</td>
<td>-0.3451</td>
<td>-0.3432</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>-0.4816</td>
<td>-0.4200</td>
<td>-0.3967</td>
<td>-0.3856</td>
<td>-0.3783</td>
<td>-0.3753</td>
<td>-0.3725</td>
<td>-0.3705</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>-0.5242</td>
<td>-0.4500</td>
<td>-0.4265</td>
<td>-0.4139</td>
<td>-0.4073</td>
<td>-0.4031</td>
<td>-0.4004</td>
<td>-0.3980</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>0.5663</td>
<td>-0.4800</td>
<td>-0.4545</td>
<td>-0.4424</td>
<td>-0.4354</td>
<td>-0.4310</td>
<td>-0.4290</td>
<td>-0.4267</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>0.5978</td>
<td>-0.5100</td>
<td>-0.4836</td>
<td>-0.4710</td>
<td>-0.4638</td>
<td>-0.4592</td>
<td>-0.4560</td>
<td>-0.4537</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>0.6287</td>
<td>-0.5400</td>
<td>-0.5129</td>
<td>-0.4999</td>
<td>-0.4924</td>
<td>-0.4877</td>
<td>-0.4844</td>
<td>-0.4820</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>0.6490</td>
<td>-0.5700</td>
<td>-0.5423</td>
<td>-0.5290</td>
<td>-0.5213</td>
<td>-0.5164</td>
<td>-0.5130</td>
<td>-0.5105</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>0.6787</td>
<td>-0.6000</td>
<td>-0.5719</td>
<td>-0.5683</td>
<td>-0.5604</td>
<td>-0.5564</td>
<td>-0.5519</td>
<td>-0.5504</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>0.7077</td>
<td>-0.6300</td>
<td>-0.6016</td>
<td>-0.5870</td>
<td>-0.5798</td>
<td>-0.5747</td>
<td>-0.5712</td>
<td>-0.5686</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>0.7360</td>
<td>-0.6600</td>
<td>-0.6316</td>
<td>-0.6176</td>
<td>-0.6096</td>
<td>-0.6044</td>
<td>-0.6008</td>
<td>-0.5982</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>0.7636</td>
<td>-0.6900</td>
<td>-0.6617</td>
<td>-0.6477</td>
<td>-0.6396</td>
<td>-0.6344</td>
<td>-0.6308</td>
<td>-0.6282</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>0.7903</td>
<td>-0.7200</td>
<td>-0.6921</td>
<td>-0.6781</td>
<td>-0.6704</td>
<td>-0.6649</td>
<td>-0.6613</td>
<td>-0.6587</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>0.8465</td>
<td>-0.7500</td>
<td>-0.7226</td>
<td>-0.7089</td>
<td>-0.7009</td>
<td>-0.6958</td>
<td>-0.6922</td>
<td>-0.6896</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>0.8417</td>
<td>-0.7800</td>
<td>-0.7535</td>
<td>-0.7491</td>
<td>-0.7322</td>
<td>-0.7274</td>
<td>-0.7236</td>
<td>-0.7211</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>0.8862</td>
<td>-0.8100</td>
<td>-0.7846</td>
<td>-0.7746</td>
<td>-0.7640</td>
<td>-0.7599</td>
<td>-0.7566</td>
<td>-0.7534</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>0.8897</td>
<td>-0.8400</td>
<td>-0.8160</td>
<td>-0.8036</td>
<td>-0.7962</td>
<td>-0.7915</td>
<td>-0.7882</td>
<td>-0.7858</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>0.9142</td>
<td>-0.8700</td>
<td>-0.8473</td>
<td>-0.8360</td>
<td>-0.8291</td>
<td>-0.8245</td>
<td>-0.8214</td>
<td>-0.8192</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>0.9342</td>
<td>-0.9000</td>
<td>-0.8799</td>
<td>-0.8690</td>
<td>-0.8625</td>
<td>-0.8583</td>
<td>-0.8564</td>
<td>-0.8533</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>0.9550</td>
<td>-0.9300</td>
<td>-0.9123</td>
<td>-0.9026</td>
<td>-0.8966</td>
<td>-0.8928</td>
<td>-0.8901</td>
<td>-0.8882</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>0.9749</td>
<td>-0.9600</td>
<td>-0.9452</td>
<td>-0.9357</td>
<td>-0.9293</td>
<td>-0.9248</td>
<td>-0.9218</td>
<td>-0.9204</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>0.9939</td>
<td>-0.9900</td>
<td>-0.9785</td>
<td>-0.9716</td>
<td>-0.9672</td>
<td>-0.9643</td>
<td>-0.9624</td>
<td>-0.9610</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1.0119</td>
<td>-1.0200</td>
<td>-1.0124</td>
<td>-1.0071</td>
<td>-1.0037</td>
<td>-1.0015</td>
<td>-1.0000</td>
<td>-0.9990</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>1.0288</td>
<td>-1.0500</td>
<td>-1.0467</td>
<td>-1.0435</td>
<td>-1.0413</td>
<td>-1.0398</td>
<td>-1.0389</td>
<td>-1.0382</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1.0448</td>
<td>-1.0800</td>
<td>-1.0817</td>
<td>-1.0820</td>
<td>-1.0800</td>
<td>-1.0794</td>
<td>-1.0791</td>
<td>-1.0789</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>1.0597</td>
<td>-1.1100</td>
<td>-1.1173</td>
<td>-1.1191</td>
<td>-1.1199</td>
<td>-1.1204</td>
<td>-1.1208</td>
<td>-1.1212</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1.0736</td>
<td>-1.1400</td>
<td>-1.1537</td>
<td>-1.1587</td>
<td>-1.1613</td>
<td>-1.1630</td>
<td>-1.1643</td>
<td>-1.1653</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1.0884</td>
<td>-1.1700</td>
<td>-1.1809</td>
<td>-1.1896</td>
<td>-1.2043</td>
<td>-1.2075</td>
<td>-1.2098</td>
<td>-1.2115</td>
<td></td>
</tr>
</tbody>
</table>
TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL) (CONT'D)

<table>
<thead>
<tr>
<th>Percent Within Limits</th>
<th>Negative Values of Q (Q_L and Q_U)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>n = 3</td>
</tr>
<tr>
<td>40</td>
<td>-1.0962</td>
</tr>
<tr>
<td>9</td>
<td>-1.1089</td>
</tr>
<tr>
<td>8</td>
<td>-1.1184</td>
</tr>
<tr>
<td>7</td>
<td>-1.1289</td>
</tr>
<tr>
<td>6</td>
<td>-1.1342</td>
</tr>
<tr>
<td>5</td>
<td>-1.1405</td>
</tr>
<tr>
<td>4</td>
<td>-1.1466</td>
</tr>
<tr>
<td>3</td>
<td>-1.1496</td>
</tr>
<tr>
<td>2</td>
<td>-1.1524</td>
</tr>
<tr>
<td>1</td>
<td>-1.1544</td>
</tr>
</tbody>
</table>

END-OF-SECTION-110

SPECIAL PROVISION 8
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
SECTION 120
NUCLEAR GAUGES

120-01 TESTING. When the specifications provide for nuclear gauge acceptance testing of material for Items P 152, P 154, P 208, and P 209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 6938 using the Direct Transmission Method. The nuclear gauge shall be calibrated in accordance with ASTM D 6938. Calibration and operation of the gauge shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gauge must show evidence of training and experience in the use of the instrument. The gauge shall be standardized daily in accordance with ASTM standards.

When using the nuclear method, ASTM D 6938 shall be used to determine the moisture content of the material. The calibration curve furnished with the nuclear gauges shall be checked in accordance with ASTM standards. The calibration checks shall be made at the beginning of a job and at regular daily intervals.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 6938 is used.

120-02. Whenever PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for density shall be:

<table>
<thead>
<tr>
<th>Specification Item Number</th>
<th>Specification Tolerance (L) for Density, (percent of laboratory maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item P 152</td>
<td>90.5 for cohesive material, 95.5 for non-cohesive</td>
</tr>
<tr>
<td>Item P 154</td>
<td>95.5</td>
</tr>
<tr>
<td>Item P 208</td>
<td>97.0</td>
</tr>
<tr>
<td>Item P 209</td>
<td>97.0</td>
</tr>
</tbody>
</table>

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-03 VERIFICATION TESTING. (For Items P 152 and P 154 only.) The Engineer CPM will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of: (1) compacting the material and determining the dry density and moisture density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds, ASTM D 1557 for aircraft gross weights 60,000 pounds or more]; and (2) comparing the result with the laboratory moisture density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture density curves, the Engineer CPM will establish the laboratory.
maximum density and optimum moisture content for the material in accordance with [ASTM D-698 for aircraft gross weights less than 60,000 pounds] [ASTM D-1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each sublot by the laboratory-maximum density for the lot.

END OF SECTION 120
NOT USED
NOT USED
SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

NOT USED
SPECIAL PROVISION 12: BROWARD COUNTY AVIATION DEPARTMENT
ELECTRONIC SUBMITTAL REQUIREMENTS

NOT USED
SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.
FORM GC-1: DBE / FEDERAL SBE-ELIGIBLE MONTHLY UTILIZATION REPORT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE / FEDERAL SBE-ELIGIBLE MONTHLY UTILIZATION REPORT

(To be submitted with each invoice)

This form should ONLY list DBE Certified Firms and Federal small business-eligible entities.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>CONTRACT AMT.:</th>
<th>FORM SUBMITTAL DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PROJECT TITLE:</th>
<th>CONTRACT AMT.:</th>
<th>PROJECT COMPLETION DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRIME:</th>
<th>PERIOD ENDING:</th>
<th>AMT. PAID TO PRIME*:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>TELEPHONE:</th>
<th>PARTICIPATION COMMITTED:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTING INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Payments made to DBE / Federal SSE-Eligible Firms must be reported on this form.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE/ FEDERAL SBE-Eligible 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 To Date</th>
<th>DBE</th>
<th>Gender</th>
<th>Ethnic</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DBE</td>
<td>N</td>
<td>M</td>
<td>F</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Paid to DBE / Federal SSE-Eligible Firms</th>
<th>Participation Attainment to Date (Amount Paid to Prime*: Amount Paid to DBE/Federal SSE-Eligible Subcontractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

NOTE: DBE certified firms are already considered small business entities under the Federal SBE program. Non-DBE certified firms must meet Section 3 of the Small Business Act and applicable size standard under Title 13 CFR Part 121 for its industry/specialty to be considered small business-eligible.

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

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

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

OESBD Compliance Form DBE Federal SBE Eligible MUR AUGUST 2013

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 160 of 182 CON-3-15-2013
FORM GC-2: FINAL DBE / FEDERAL SBE-ELIGIBLE MONTHLY UTILIZATION REPORT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

FINAL DBE / FEDERAL SBE-ELIGIBLE MONTHLY UTILIZATION REPORT

(To be submitted with the final invoice)

This form should ONLY list DBE Certified Firms and Federal small business-eligible entities.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>CONTRACT AMT.:</th>
<th>FORM SUBMITTAL DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME:</td>
<td>PERIOD ENDING:</td>
<td>AMT. PAID TO PRIME:</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>TELEPHONE:</td>
<td>PARTICIPATION COMMITTED: %</td>
</tr>
</tbody>
</table>

SUBCONTRACTING INFORMATION

All Payments made to DBE / Federal SBE-Eligible Firms must be reported on this form.

<table>
<thead>
<tr>
<th>DBE/ FEDERAL SBE-Eligible 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>Am't. Paid This Period</th>
<th>Am't. Paid To Date</th>
<th>Y</th>
<th>N</th>
<th>M</th>
<th>F</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Paid to DBE / Federal SBE-Eligible Firms

Participation Attainment to Date (Amount Paid to Prime / Amount Paid to DBE/Federal SBE-Eligible Sub) %

NOTE: DBE certified firms are already considered small business entities under the Federal SBE program. Non-DBE certified firms must meet Section 3 of the Small Business Act and applicable size standard under Title 13 CFR Part 121 for its industry/specialty to be considered small business-eligible.

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

Signature

Title

Date

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

OESBO Compliance Form DBE/Federal SBE-Eligible Final MUR AUGUST 2013

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 161 of 182
CON-3-15-2013
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__

________________________
Contractor

By ________________________
(Signature)

By ________________________
(Name and Title)

STATE OF _____________

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)

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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: ____________________________________________

Attachment: Surety Power of Attorney

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
# FORM GC-5 CONSENT OF SURETY - CHANGE ORDER

## CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER
2. MODIFICATION NUMBER
3. DATED

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

## 5. NAME OF SURETY(IES)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 6. INCREASE IN LIABILITY

<table>
<thead>
<tr>
<th></th>
<th>LIMIT UNDER PERFORMANCE BOND</th>
<th>LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 8. INDIVIDUAL PRINCIPAL

- A. BUSINESS ADDRESS
- B. SIGNATURE
- C. TYPED NAME AND TITLE
- D. DATE THIS CONSENT EXECUTED

## 9. CORPORATE PRINCIPAL

- A. CORPORATE NAME AND BUSINESS ADDRESS
- B. PERSON EXECUTING CONSENT (Signature)
- C. TYPED NAME AND TITLE
- D. DATE THIS CONSENT EXECUTED

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

## 10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

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

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

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

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

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dated _____<em><strong><strong>, 20</strong></strong></em></td>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

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__

(SIGNATURE)

(Print Name of officer taking acknowledgment)

(TITLE OR RANK)

My commission expires: ____________________________

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. ______ between Broward County, Florida and ________________________________ (Contractor) for __________________________ located at: __________________________, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof through _________ (date), except as follows: (Here list any claims against the Contractor and the amounts thereof. If none, so state.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

WITNESS:

(Signature) ____________________________________________________________________________

Printed Name __________________________________________________________________________

(Signature) ____________________________________________________________________________

Printed Name __________________________________________________________________________

SUBCONTRACTOR

(Signature) ____________________________________________________________________________

Company Name __________________________________________________________________________

(Signature) ____________________________________________________________________________

Printed Name & Title ______________________________________________________________________

Printed Name __________________________________________________________________________

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. _______ between Broward County, Florida and ____________________________(Contractor) for located at:______________________________ ,

hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through ____________ (date), except as follows:

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

Witness the signature and seal of the undersigned this ___ day of __________ , 20___

____________________________

WITNESS:

____________________________

CONTRACTOR

(Signature)

Company Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

Printed Name

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
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: \n
\[(Signature)\]

\[Name\]

\[Company Name\]

SUBCONTRACTOR

\[(Seal)\]

\[(Signature)\]

\[Printed Name & Title\]

\[(Signature)\]

\[Printed Name\]
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:

______________________________ (Signature)

Company Name

______________________________ (Signature)

Printed Name

______________________________ (Signature)

Printed Name & Title

______________________________

CONTRACTOR

______________________________ (Signature)

Company Name

______________________________

Printed Name

______________________________

Printed Name & Title
FORM GC-9: FINAL LIST OF CERTIFIED DBE AND NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: CONTRACTOR Name

From: Broward County Purchasing Division

Subject: Final List of Subcontractors/Sub-vendors

Re: Project Title, Contract Number

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

The Prime Vendor certifies the following:

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

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

The foregoing instrument was acknowledged before me this __ day of ____________, 2__,

By ___________________________ (Print Name) as __________________________ (Title)

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

Notary Public:

___________________________ (Signature)

___________________________ (Print Name)

(Seal)

Commission No: _____ Expires: __/__/____

State of ______________________ at Large

SPECIAL PROVISION 13

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE/DBE</th>
<th>NON CERTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Page 172 of 182  CON-3-15-2013
FORM GC-10: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

2) Pays COUNTY all losses, Liquidated Damages, expenses, costs and attorney’s fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and

3) Performs the 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

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

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

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

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

<table>
<thead>
<tr>
<th>INSURANCE COMPANY: Agent and Attorney-in-Fact</th>
<th>Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address, City, State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
</tbody>
</table>

| CORPORATE SECRETARY ATTEST:                  | CONTRACTOR: |
| (affix Corporate Seal or 2 Witnesses below)  | (Name of Contractor) |
| (Witness)                                    | (Signature) |
| (Witness)                                    | (Print Name and Title of Signer) |
|                                              | Day of ________, 20__ |
FORM GC-11: PAYMENT BOND

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

Business Address: ____________________________

Phone: ____________________________

and ____________________________, as Surety, under the assigned Bond Number ____________________________, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ____________________________ Dollars ($______________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
FORM GC-11: PAYMENT BOND (continued)

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

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

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.

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

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

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

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
ATTEST: ______________________

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By ______________________

(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF: ______________________

INSURANCE COMPANY:

By ______________________

Agent and Attorney-in-Fact

Address: ______________________

(Street)

(City/State/Zip Code)

Telephone No.: ______________________
FORM GC-11: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; 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)

STATE OF FLORIDA

) SS.

COUNTY OF BROWARD

) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared __________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond 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 __________________________

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
<table>
<thead>
<tr>
<th>Division</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIVISION 1 — GENERAL REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>G-100 - Mobilization, Bonds and Non-OCIP Insurance</td>
<td></td>
</tr>
<tr>
<td>G-101 - Maintenance of Traffic</td>
<td></td>
</tr>
<tr>
<td>G-103 - Allowance Accounts</td>
<td></td>
</tr>
<tr>
<td>01010 - Summary of Work</td>
<td></td>
</tr>
<tr>
<td>01027 - Applications for Payment</td>
<td></td>
</tr>
<tr>
<td>01039 - Coordination of Work</td>
<td></td>
</tr>
<tr>
<td>01040 - Project Coordination</td>
<td></td>
</tr>
<tr>
<td>01095 - Referenced Standards and Definitions</td>
<td></td>
</tr>
<tr>
<td>01110 - Airport Project Procedures</td>
<td></td>
</tr>
<tr>
<td>01250 - Request for Information (RFI), Supplemental Instructions (SI) and Field Orders (FO)</td>
<td></td>
</tr>
<tr>
<td>01313 - Construction Scheduling Management System</td>
<td></td>
</tr>
<tr>
<td>01315 - Progress Schedules</td>
<td></td>
</tr>
<tr>
<td>01340 - Shop Drawings, Product Data and Samples</td>
<td></td>
</tr>
<tr>
<td>01390 - Control of Work</td>
<td></td>
</tr>
<tr>
<td>01400 - Quality Control Services</td>
<td></td>
</tr>
<tr>
<td>01540 - Construction Safety Plan and Security Requirements</td>
<td></td>
</tr>
<tr>
<td>01561 - Construction Cleaning</td>
<td></td>
</tr>
<tr>
<td>01700 - Project Closeout</td>
<td></td>
</tr>
<tr>
<td>o Contractor’s Request for Substantial Completion Inspection</td>
<td></td>
</tr>
<tr>
<td>o Notification of Readiness for Substantial Completion Inspection</td>
<td></td>
</tr>
<tr>
<td>o Substantial Completion Inspection</td>
<td></td>
</tr>
<tr>
<td>o Substantial Completion Inspection – Punch List</td>
<td></td>
</tr>
<tr>
<td>o Letter Establishing Substantial Completion Date</td>
<td></td>
</tr>
<tr>
<td>o Contractor’s request for Final Completion Inspection</td>
<td></td>
</tr>
<tr>
<td>o Notification of Readiness for Final Completion Inspection</td>
<td></td>
</tr>
<tr>
<td>o Letter Establishing Final Completion Date</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 2 — SITE CONSTRUCTION</strong></td>
<td></td>
</tr>
<tr>
<td>F-162 - Chain-Link Fence</td>
<td></td>
</tr>
<tr>
<td>P-156 - Temporary Air and Water Pollution, Soil Erosion and Siltation Control</td>
<td></td>
</tr>
<tr>
<td>P-159 - Contaminated Soils</td>
<td></td>
</tr>
<tr>
<td>T-904 - Sodding</td>
<td></td>
</tr>
<tr>
<td>T-905 - Topssoiling</td>
<td></td>
</tr>
<tr>
<td>U-102 - Removal, Abandonment and Disposal of Existing Utilities</td>
<td></td>
</tr>
<tr>
<td>02410 - Demolition</td>
<td></td>
</tr>
<tr>
<td>o Broward County Storage Tank Facility License for Hilton Hotel</td>
<td></td>
</tr>
<tr>
<td>o Broward County Storage Tank Facility License for Nautical Ventures</td>
<td></td>
</tr>
</tbody>
</table>
- FDEP Storage Tank Facility Registration Form for Hilton Hotel
- FDEP Storage Tank Facility Registration Form for Nautical Ventures
- City of Dania Beach Contractor Registration
- City of Dania Beach Permit Application
- City of Dania Beach Owner/Builder Permit Affidavit
- Broward County Notice of Commencement
- City of Dania Beach Tree Removal License Application
- Broward County Statement of Responsibilities Regarding Asbestos
- FDEP Notice of Demolition or Asbestos Renovation
- Broward Sheriff's Office Permit Application for Special Details
- Broward County Tree Preservation Program Application for Tree Removal License

02412 - Demolition Phasing and Schedule
028214 - Asbestos Hazard Control Activities
028313 - Lead in Construction
028416 - Handling of Lighting Ballasts and Lamps Containing PBCs and Mercury
028433 - Removal and Disposal of Polychlorinated Biphenyls (PCBs)
Solicitation No. Z1164107C1
Addendum No. 1

ADDENDUM NO. 1

Solicitation No.: Z1164107C1
Solicitation Title: Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

Date Of Addendum: September 6, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid, or acknowledged on the Bid Tender Form. All revised Bid Sheets must be returned with your Bid. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
Return Completed Revised Price Sheet with Bid Submittal
Other: ________________________________

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in bold underlined/highlighted type are additions to existing text.

1. The Bid Opening Date remains as September 18, 2013 at 2:00 p.m.

2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is fourteen (14) calendar days prior to the Bid Opening Date as stated in Section 2: Instructions to Bidders, Item 2.

3. The Engineers estimate of this project is Two Million, two hundred twenty five thousand dollars ($2,225,000.00).


5. The Summary of Quantities and Permitting Schedule (Sheet No. G 01.02) contains within the Summary of Quantities a listing of the amount of trees on the Hilton property. Volume #1 – Part 1, Demolition Package Plans, Sheet Number C 04.02 and Sheet Number C 04.03 indicates a 40’ to 60’ zone (construction area) around the Hotel which denotes the trees to be removed, disposed or relocated based on the space needed for demolition of the Hotel and Garage. The Tree Disposition Tables (C 04.05, through C 04.13) identifies those trees. This is an estimate only and payment for same will be
based on the actual units of work completed, as stated in the contract (Article 26.2 “Unit Calculation”). Tree relocation/removal permits will be paid by Broward County Aviation Department.

6. Unless noted otherwise, trees located within the 40-foot demolition zone of the hotel building and parking garage shall be removed. All native trees outside this 40-foot zone are designated to remain and contractor shall employ appropriate methodology to preserve the trees during demolition operations. Specific Native trees designated to remain within the 40-foot demolition zone shall require installation of a tree preservation barricade at each tree drip line in accordance with the provided detail (C 04.01). The work per the protection detail shall be inclusive of pay item P-156-5.1. Contractor shall use caution and avoid unnecessary construction activity or storage of equipment under the drip line of trees to remain and avoid damage to overhead branches during activity. Native trees regulated by Broward County Code shall be protected in the construction / access area if encountered whether depicted on the plan or not. Nuisance / exotic trees defined as exempt and listed on the Florida Exotic Pest Plant Council Invasive species list shall not require a tree preservation barricade whether depicted on the plan or not. Any contractor proposed deviation to a tree disposition status will require prior approval from OWNER, and permit modification / coordination with Broward County Environmental Protection and Growth Management Department – Tree Preservation Program and the City of Dania Beach.

7. Removal of all shrubs, groundcover and overgrowth including nuisance / exotic vegetation such as Brazilian Pepper (Schinus terebinthifolius) or other nuisance / exotic vegetation defined by Florida Exotic Pest Council shall be considered incidental and inclusive of the maintenance of traffic pay item G-101-4.1. This shall apply to all vegetation of this type for the entire project site. Work for removal of this vegetation shall not be considered part of Pay Items 02410-5.5a thru 02410-5.5h. Refer to revisions made to Specification G-101 in this addendum.

8. For performing any incidental trimming of canopy under Pay Item 02410-5.5h, CONTRACTOR shall be required to provide/engage a Certified Arborist that holds a Class A Broward County Tree Trimmers License.

9. A temporary 25’ long by 5’ wide concrete walkway will be required between the main hotel building and the temporary parking on the Nautical Ventures property. This walkway will be required to meet all applicable building codes and a sign must be posted stating “This Entrance for Hilton Hotel Employees Only”. The walkway will be removed before completion of the project. Installation and demolition of the walkway will be included under G-101-4.1 Maintenance of Traffic. Refer to revisions provided with this addendum for additional information.

10. Contractor shall notify the Construction Project Manager (CPM), Parsons Transportation Group, Inc. by email or in writing no less than forty-eight (48) hours in advance of commencing demolition of any portion of the west and south wall of the Hotel Parking Garage.

11. The contract documents are amended as follows: Volume 3: Section 3 “General Conditions, Article 39 (Indemnification), add new Section 39.1.1 as follows:

39.1.1. Contractor shall indemnify, defend and hold harmless FT. LAUDERDALE OWNER, LLC and its shareholders, members, partners, officers, employees, agents, invitees, representatives and contractors free and harmless from any loss, injury, damage, claim, lien, cost or expense
(Including reasonable attorneys' fees and costs) arising out of the activities of CONTRACTOR, its employees, agents, contractors, invitees or other representatives pursuant to the Contract. These indemnifications shall survive the term of this Contract.

12. The contract documents are amended as follows: Volume 3: Section 2 “Summary of Terms and Conditions” shall be replaced with the revised Section 2 provided as an attachment to this addendum.

13. The contract documents are amended as follows:
   a. Volume 3: Special Provision 4A: Insurance Requirements, paragraph 7 is amended to include the bold, underlined verbiage as follows:

   “7. COUNTY and Consultant, as well as, FT. LAUDERDALE OWNER, LLC, its employees, agents, invitees, representatives and contractors, are to be expressly included as Additional Insured’s in the name of Broward County and Consultant, and FT. LAUDERDALE OWNER, LLC, with respect to general liability and excess liability coverage’s 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 insured’s.”

   b. Volume 3: Special Provision 4A: Insurance Requirements, paragraph 10 is amended to include the bold, underlined verbiage as follows:

   “Employers’ Liability with minimum limits of One Million Five Hundred Thousand Dollars ($1,000,000) each accident.”

   c. Volume 3: Special Provision 4A: Insurance Requirements, paragraph 17 is added as follows:

   “17. Umbrella Liability with minimum limits of $8 million Dollar ($8,000,000) per occurrence and $8 Million Dollars per aggregate and will follow form per the General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.”

14. A note has been added to the plan sheet G 05.02 in reference to installation of a haul road (Pay Item G-100-4.4 #57 stone for haul road listed on Sheet G 01.02). Specification G-100 Mobilization, Bonds and Non-OCIP Insurance has been updated to reflect the haul road. The haul road is to be placed as directed by Owner/CPM.

15. **Revised Plan Sheets (Volume #1 – Part 1: Demolition Package)**
   a. Replace the following plan sheets to Volume #1 – Part 1: Demolition Package, which are revised in this addendum:
   G 01.02 – SUMMARY OF QUANTITIES AND PERMITTING SCHEDULE
   G 05.00 – OVERALL PHASING PLAN
   G 05.01 – PHASING PLAN PHASE 1 MILESTONE 2
   G 05.02 – PHASING PLAN PHASE 1 MILESTONES 3, 4, AND 5
16. **Revised Specifications (Volume #2 – Technical Specifications)**

a. Replace the following specifications to Volume #2 – Technical Specifications, which are revised in this addendum:

- G-100 – MOBILIZATION, BONDS AND NON-OCIP INSURANCE
- G-101 – MAINTENANCE OF TRAFFIC
- G-103 – ALLOWANCE ACCOUNTS
- P-156 – TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL
- 02412 – DEMOLITION PHASING & SCHEDULE REQUIREMENTS

17. **Question:** As this is designated as a "Small Business Set-Aside", does this mean that the subcontractors also need to be Small Business as per definition?

**Answer:** Yes. All participants on the project must be small businesses, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations (Title 13 CFR Part 121). For clarification purposes, small business-eligible firms need not be certified under any small business certification program. DBE-certified firms are considered small businesses under this program. Executed Letters of Intent (Forms 3A and/or 3B) must be provided for each participant on the project, including the prime bidder.

18. **Question:** Given proximity to airport, are there any height restrictions for our equipment and, if so, what are they?

**Answer:** Refer to Specification paragraphs 01540-1.4.K.1 and 02410-3.3.B.4,

19. **Question:** We understand that permits and hazardous wastes will be under contingency allowances, and that there is a review process for reimbursement of these contingency allowances. Given that these review processes could take a significant amount of time, will said time be excluded from our need to meet the milestone dates and from our time to meet substantial and final completion?
Answer: No, milestones given in the Project Documents are required to be met as stated. The Hazardous Material Abatement and Disposal Allowance, G-103.4, is for hazardous materials not identified in the survey reports contained in the bid documents.

20. **Question:** Will the Hotel remove all Furniture, Fixtures and Equipment?

**Answer:** The hotel owner has the right to remove all furniture, fixtures and equipment (FF&E) by April 6, 2014. The cost, if any, associated with any FF&E not removed will be administered under the Hazardous Material Abatement and Disposal Allowance, G-103.4

21. **Question:** I see that the plans for the demolition of the Hilton Hotel are pretty vague in showing the floor and wall layouts. Is there by any chance a more clear or re-drafted version of the floor plans?

**Answer:** The Solicitation Documents, "Volume #1 – Part 2: Existing Conditions Informational Sheets" contain all known plans for both the Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)

All other terms, conditions and specifications remain unchanged for this bid.
ITEM G-103 ALLOWANCE ACCOUNTS

DESCRIPTION

103-1.1 The allowance accounts described herein have been set up to compensate the Contractor for any approved reimbursement of permitting costs, maintenance of traffic by off-duty BSO, unforeseen items related to hazardous or ancillary material abatement as well as any other unforeseen conditions relating to maintaining hotel operations as may be required during construction and not already accounted for within the Contract Documents. The following descriptions will detail the particular issues that may precipitate a reimbursement to the Contractor for those unforeseen items and the procedure for obtaining reimbursement. The values for Allowance Accounts are included in the awarded Contract Price, but are not chargeable against the Contract Price unless and until the Contractor is directed to perform the work contemplated in the Allowance Accounts by a written CPEAM(s) issued by the County, as stated in Article 24 of the Contract.

DEFINITIONS

103-2.1 PERMITTING ALLOWANCE ACCOUNT. The Contractor shall be responsible for obtaining all permits required by authorities having jurisdiction for the Work. This allowance account is in place to provide compensation for those fees.

This account was established as a method of payment for the requirements identified in the following items:

a. All permitting fees for permits that are the Contractor's responsibility to obtain, as identified in Specification Section 02410-1.5.

The Contractor shall submit a completed Request for Proposal to the Consultant for their review and approval as to reasonable costs incurred in permitting fees. Upon acceptance by all responsible parties, the County will issue a formal CPEAM. Only after the CPEAM is issued will a charge against this Allowance Account be acceptable, and, upon full execution, the Contractor will then be reimbursed. Refer to Article 24 in the Contract for additional information.

103-2.2 INTERSECTION MAINTENANCE OF TRAFFIC BY OFF-DUTY BSO OFFICERS. During the course of demolition work, the Contractor will be required to obtain the services of off-duty Broward Sheriff Office officers (up to two officers) to perform maintenance of traffic duties at the signalized intersection of Griffin Road and Old Griffin Road/Hotel Access road. It is recommended that the Contractor request officers from the City of Dania Beach jurisdiction are provided. Off-duty officers will be stationed at the intersection for all hours of active work to maintain traffic due to Contractor hauling operations. They shall primarily serve to provide prompt and safe movement of hotel patron vehicles through the intersection during the hours of demolition. Secondly, they shall provide for the prompt and safe movement of construction vehicles through the intersection. Public traffic on Griffin Road shall not be allowed to queue excessively during the officers' maintenance of traffic efforts.

This account was established as a method of payment for the requirements identified in the following items:

a. Costs associated with staffing the intersection with an off-duty officer for the durations required by the County. Refer to Specification Section 02410-1.5 for additional information.

The Contractor shall submit a completed Request for Proposal to the Consultant for their review and approval as to reasonable costs. Upon acceptance by all responsible parties, the County will issue a formal CPEAM. Only after the CPEAM is issued will a charge against this Allowance Account be acceptable, and, upon full execution, the Contractor will then be authorized to perform the work required. Refer to Article 24 in the Contract for additional information.
103-2.3 HAZARDOUS AND ANCILLARY MATERIAL ABATEMENT AND DISPOSAL. If during the course of demolition, hazardous materials (including but not limited to, asbestos, lead paints, and PCBs) not already identified in the survey reports provided in the Attachments are discovered, the Contractor shall be reimbursed for the costs associated with legal abatement and disposal of the unforeseen materials through the use of the this allowance account. Costs associated with the unforeseen abatement and disposal of hazardous materials shall be submitted to the County. All costs associated with the abatement and removal of any and all hazardous materials already identified in the survey reports provided in Attachments by the Contractor, shall be the responsibility of the Contractor and in the lump sum bid price and are not included in this account.

Additionally, this allowance account shall also be used for the costs associated with the legal disposal of ancillary items remaining in the hotel facility that are not permanently installed. Ancillary items can include, but not be limited to unmouted televisions, drapery, furniture and mattresses. Costs associated with the legal disposal of these ancillary items shall be submitted to the County.

This account was established as a method of payment for the requirements identified in the following items:

a. Abatement and disposal by legal means of unforeseen hazardous materials.

b. Disposal of residual items from the operating hotel, such as drapery, televisions, furniture, kitchen equipment, etc.

Upon notice by the Contractor of the discovery of an unforeseen hazardous material or ancillary hotel items, the Consultant shall submit to the Contractor a Request for Proposal through the BCAD Change Review Committee Process. The Request for Proposal shall have the following:

a. Defined requirements set forth for the remediation of the hazardous material or disposal of ancillary items.

b. Appropriate electronic excel form for the Contractor to use in developing his cost(s) associated with the remediation and/or disposal.

The Contractor shall provide on the electronic excel form the following items:

a. Complete breakdown of the work elements.

b. Associated costs and the allowable overhead and profit associated with each work element.

c. Any subcontractor(s) work, their work elements and associated costs and the allowable overhead and profit for the subcontractor(s).

The Contractor shall submit a completed Request for Proposal to the Consultant for their review and approval as to reasonable costs. Upon acceptance by all responsible parties, the County will issue a formal CPEAM. Only after the CPEAM is issued will a charge against this Allowance Account be acceptable, and, upon full execution, the Contractor will then be authorized to perform the work required. Refer to Article 24 in the Contract for additional information.

103-2.4 OWNER UNFORESEEN CONDITIONS ALLOWANCE ACCOUNT. If during the course of demolition, the Contractor encounters conditions that are not identified in the Contract Documents, then the payment of for these unforeseen conditions will be provided from this allowance account. Examples of unforeseen conditions that could occur are maintenance of hotel operations, undocumented underground structures or utilities, changes in the number of trees to be removed or relocated, or
additional sodding. The costs for demolition of all components already identified in the Contract Documents shall be included in the lump sum bid and will not be paid from this allowance.

This account was established as a method of payment for the requirements identified in the following items:

a. All conditions to be addressed by the Contractor that are deemed unforeseen by both the Contractor and the County.

Upon notice by the Contractor of the discovery of an unforeseen condition, the Consultant shall submit to the Contractor a Request for Proposal through the BCAD Change Review Committee Process. The Request for Proposal shall have the following:

a. Defined requirements set forth for the remediation of the unforeseen condition.

b. Appropriate electronic excel form for the Contractor to use in developing his cost(s) associated with the unforeseen condition.

The Contractor shall provide on the electronic excel form the following items:

a. Complete breakdown of the work elements.

b. Associated costs and the allowable overhead and profit associated with each work element.

c. Any subcontractor(s) works, their work elements and associated costs and the allowable overhead and profit for the subcontractor(s).

The Contractor shall submit a completed Request for Proposal to the Consultant for their review and approval as to reasonable costs. Upon acceptance by all responsible parties, the County will issue a formal CPEAM. Only after the CPEAM is issued will a charge against this Allowance Account be acceptable, and, upon full execution, the Contractor will then be authorized to perform the work required. Refer to Article 24 in the Contract for additional information.

METHOD OF MEASUREMENT

103-3.1 The measurement for the Permitting Allowance Account will be in accordance with the negotiated change to submit permits during the Project per each occurrence. The change shall be submitted to the Consultant for concurrence prior to the costs being reimbursed. The item shall be based on the actual cost incurred by the Contractor.

103-3.2 The measurement for Intersection Maintenance of Traffic by Off-Duty BSO Officers will be in accordance with the negotiated change to provide an officer for MOT during demolition per each occurrence. The change shall be submitted to Consultant for concurrence prior to the work being started. The item shall be based on the actual cost incurred by the Contractor.

103-3.3 The measurement for Hazardous and Ancillary Material Abatement and Disposal will be in accordance with the actual cost incurred by the Contractor. Any charge for costs incurred by the Contractor must be received prior to approval of the Consultant. The cost associated with this allowance is a pass-through cost and the established overhead and profit for work accomplished by the Contractor. Verification is required to be documented prior to payment. Agreed upon costs shall include all costs associated with legally removing the unforeseen hazardous or ancillary materials, including mark ups. The item shall be measured based on the actual cost incurred by the Contractor.
103-3.4 The measurement for Owner Unforeseen Conditions Allowance Account will be in accordance with the actual cost incurred by the Contractor. Any charge for costs incurred by the Contractor must be received prior to approval of the Consultant. The cost associated with this allowance is a pass-through cost and the established overhead and profit for work accomplished by the Contractor. Verification is required to be documented prior to payment. Agreed-upon costs shall include all costs associated with satisfactory remediation of the unforeseen condition, including mark-ups. The item shall be measured based on the actual cost incurred by the Contractor.

**BASIS OF PAYMENT**

103-4.1 Payment will be made for each occurrence as a portion of the allowance amount for Permitting fees. Payment shall be full compensation for all fees required by the authorities having jurisdiction necessary to complete the item. Payment shall be the actual cost incurred by the Contractor for each occurrence.

103-4.2 Payment will be made for each occurrence as a portion of the allowance amount for Intersection Maintenance of Traffic by Off-Duty BSO Officers. Payment shall be full compensation for all fees required to provide BSO officers necessary to complete the item. Payment shall be the actual cost incurred by the Contractor for each occurrence.

103-4.3 Payment will be made for each occurrence as a portion of the allowance amount for Hazardous or Ancillary Material Abatement and Disposal change requests. Payment shall be full compensation for all labor, materials, equipment and incidentals including, but not limited to coordination with public and other agencies, documentation, etc. in accordance with the contract documents necessary to complete the item. Payment shall be the actual cost incurred by the Contractor for each occurrence as negotiated and approved by the Consultant.

103-4.4 Payment will be made for each occurrence as a portion of the allowance amount for Owner Unforeseen Conditions Allowance Account change requests. Payment shall be full compensation for all labor, materials, equipment and incidentals including, but not limited to coordination with public and other agencies, documentation, etc. in accordance with the Contract Documents necessary to complete the item. Payment shall be the actual cost incurred by the Contractor for each occurrence as negotiated and approved by the Consultant.

Payment will be made under:

- **Item G-103-4.1** Permitting Allowance Account -- per Allowance
- **Item G-103-4.2** Intersection Maintenance of Traffic by Off-Duty BSO Officers -- per Allowance
- **Item G-103-4.3** Hazardous or Ancillary Material Abatement and Disposal -- per Allowance
- **Item G-103-4.4** Owner Unforeseen Conditions Allowance Account -- per Allowance

**END OF ITEM G-103**
SUMMARY OF QUANTITIES

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-01.01.01</td>
<td>PERFORMANCE AND PAYMENT BONDS</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>5-01.01.02</td>
<td>BOND INSURANCE AND WORKERS’ COMPENSATION</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>5-01.01.03</td>
<td>BOND INSURANCE AND WORKERS’ COMPENSATION</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>5-01.01.04</td>
<td>PAYMENTS TO DOMESTIC</td>
<td>$</td>
<td>300</td>
</tr>
<tr>
<td>5-01.01.05</td>
<td>PAYMENTS TO DOMESTIC</td>
<td>$</td>
<td>300</td>
</tr>
</tbody>
</table>

PERMITTING SCHEDULE

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>ESTIMATED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF DANIA BEACH</td>
<td>BIDS</td>
</tr>
<tr>
<td>MASTER MELD</td>
<td>$150.00</td>
</tr>
<tr>
<td>BUILDING/STRUCTURAL</td>
<td>LUMP SUM PRICE</td>
</tr>
<tr>
<td>ELECTRICAL</td>
<td>LUMP SUM PRICE</td>
</tr>
<tr>
<td>MECHANICAL</td>
<td>LUMP SUM PRICE</td>
</tr>
<tr>
<td>PLUMBING-WATER &amp; SEWER</td>
<td>LUMP SUM PRICE</td>
</tr>
<tr>
<td>SIGNAGE/MOBILE</td>
<td>LUMP SUM PRICE</td>
</tr>
</tbody>
</table>

NOTE:
- All Permitting Account amounts are listed in the electronic bid packages.
ITEM G-101 MAINTENANCE OF TRAFFIC

WHERE THERE IS CONFLICT BETWEEN COUNTY REQUIREMENTS SET FORTH IN THE CONTRACT DOCUMENTS AND A MORE STRINGENT STATE OR FEDERAL REQUIREMENT, THE MORE STRINGENT STATE OR FEDERAL REQUIREMENT SHALL PREVAIL.

101-1.1 GENERAL. This Section includes minimum requirements for the maintenance of traffic. The work under this specification consists of furnishing all measures required to maintain the safe and orderly movement of traffic in and around the construction areas and on surrounding public roadways as shown on the Plans and as described in these specifications.

Maintain the optimum level of safety and the operating efficiency of the airport and hotel facility during demolition based upon criteria of this Section.

It is the explicit intention of the Contract that the safety of passenger vehicles, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the continuous operation of the hotel with respect to his/her own operations and the operations of all his/her subcontractors as specified in Section 01540 - CONSTRUCTION SAFETY PLAN AND SECURITY REQUIREMENTS. It is further understood and agreed that the Contractor shall furnish and install for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of passenger vehicles.

The cost of maintaining the vehicular traffic specified in the Contract Documents shall be included in Contractor's lump sum bid.

Active aviation and other public areas exist in and around the Airport and project site. The Contractor shall not prevent traffic from using these areas. The Work shall be coordinated with the hotel, County, the DOT, FAA and other agencies having jurisdiction and shall be programmed and stated accordingly, so that public traffic may be routed through partially completed Work as necessary in certain phases. Appropriate safety precautions shall be provided by the Contractor to protect employees, the public and the Work.

When the Work is in, or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.

101-1.2 TRAFFIC PLAN SUBMITTAL.

a. Traffic Plan: The Contractor shall present his Maintenance of Traffic Plan at the Pre-Construction Conference. Maintenance of Traffic Plan shall be in written form and include a minimum of four (4) full-size sets of plan sheets which indicate the type and location of all signs, lights, barricades, arrow boards, striping and barriers to be used for the safe passage of pedestrians and vehicular traffic through the Project. The plan shall indicate conditions and set-up for each phase of the Contractor’s activities. In no case may the Contractor begin Work until the Consultant has reviewed and Owner has approved the Maintenance of Traffic Plan in writing. Modifications to the Maintenance of Traffic Plan that may become necessary shall also be approved in writing. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.

101-1.3 MAINTENANCE OF TRAFFIC PERFORMANCE CRITERIA. The Contractor shall maintain traffic within the limits of the Project for the duration of the demolition period, including all temporary suspensions of Work. It shall include the construction and maintenance of all necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of vehicular traffic and pedestrians.
a. Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic shall begin on the day he starts Work on the Project or on the date of the Notice to Proceed whichever is earlier, and shall continue until the date of Final Completion and Acceptance of the Work.

b. The State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers, which are necessary to protect the public and workmen from hazards within the Project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particular hazardous conditions exist.

c. Number of Traffic Lanes: Contractor shall close no more than one (1) lane on each roadway. Unless otherwise specified, the effective width of each lane used for maintenance of traffic shall be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices shall not encroach on lanes used for maintenance of traffic. All closures on any traffic lanes shall be coordinated with the Owner a minimum of seventy-two (72) hours prior to any closure.

d. High Traffic Areas: When the Work is in or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.

e. The Contractor shall be responsible for performing daily inspections of the installations on the Project and replacing all equipment and devices not conforming to the approved standards during the inspection. The Owner will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

f. Sections Not Requiring Traffic Maintenance: Contractor shall not be required to maintain traffic over those portions of the Project where no Work is to be accomplished or where construction operations will not affect existing roads. Contractor, however, shall not obstruct nor create a hazard to any traffic during the prosecution of the Work and shall be responsible for repair of all damage to existing pavement or facilities caused by his operations.

g. Traffic During Construction: All construction vehicles are required to use existing public traffic routs. Normal public traffic lanes are not to be used as staging areas for arriving delivery vehicles. The Contractor's employees shall utilize the designated Contractor employee parking area. Adequate accommodations for intersecting and crossing traffic shall be provided and maintained and, except where specific permission is given, no road or street crossing the Project shall be blocked or unduly restricted.

h. Provide all materials for installing pavement markings, marker lights, and lighted barricades. The Contractor shall be responsible for the installation of all equipment and materials in good repair and working order, and in a condition satisfactory to and acceptable to the Consultant.

i. Connections to power supply for all temporary lighting systems shall be performed by the Contractor under the direction of the Consultant.

j. The Contractor shall be responsible for installation, maintenance and demolition of a concrete sidewalk connecting the Nautical Ventures site to the Hotel property site along with proper signage limiting access to hotel employees only.

k. Removal of all shrubs, groundcover and overgrowth on the project site including nuisance exotic vegetation such as Brazilian Pepper (Schinus terebinthifolius) or other nuisance exotic vegetation defined by Florida Exotic Pest Council shall be considered incidental to the project and included in the pay item defined in this Section.
101-1.4 INSTALLATION. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers, for the protection of the traveling public and workmen, as well as to safeguard the Work shall rest solely with the Contractor. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

a. The Contractor shall make the Owner aware of any scheduled operation, which will affect patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for installation of traffic control devices or barriers proposed by the Contractor.

b. The Contractor shall assign one of his employees the responsibility of maintaining the positions and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. The Owner shall be kept advised at all times as to the identification and means of contacting this employee on a twenty-four (24) hour basis.

101-1.5 FURNISHING OF DEVICES AND BARRIERS. The Contractor shall furnish all traffic control devices (including signs), warning devices, arrow boards, and barriers.

a. When the Work requires closing an Air Operations Area (AOA) of the Airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements specified in the Contract Documents, as applicable, or of FAA Advisory Circular 150/5340-1E, “Marking of RWA Areas on Airports.”

b. The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing Work, which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the County.

c. Refer to Section 01540 - CONSTRUCTION SAFETY PLAN AND SECURITY REQUIREMENTS for additional requirements.

101-1.6 MAINTENANCE OF DEVICES AND BARRIERS. Traffic control devices, warning devices and barriers shall be kept in the correct position, properly directed, clearly visible and clean, at all times. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed.

101-1.7 FLAGMEN. The Contractor shall provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established herein.

101-1.8 CONTRACTOR SIGNING. The Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs shall depict Contractor's logo or name, directional arrows and "deliveries." Signs shall be of sufficient size to have 6" high message and shall be located at each decision point. The Owner and Consultant shall approve all signs and their locations. NO OTHER SIGNS ARE PERMITTED WITHIN THE AIRPORT COMPLEX.

101-1.9 FINAL CLEANUP. After work in any work area has been completed and before opening it to traffic, the Contractor shall remove all temporary traffic control devices, temporary pavements, and other temporary work and devices installed for traffic control. The Contractor shall restore the site to its original condition or to the revised condition shown on the Plans.
METHOD OF MEASUREMENT

101-3.1 Measurement of Maintenance of Traffic for payment shall be per lump sum completed and accepted in accordance with the plans and these specifications.

BASIS OF PAYMENT

101-4.1 Payment for the items measured as described above shall be made at the contract price bid, per lump sum, which price and payment shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work covered under this specification.

Partial payments shall be made in accordance with the following:

<table>
<thead>
<tr>
<th>Percent of Original Contract Price Earned for Each Bid Schedule</th>
<th>Allowable Percent of Lump Sum Price For the Item in Each Bid Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>25</td>
</tr>
<tr>
<td>25</td>
<td>50</td>
</tr>
<tr>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>75</td>
<td>90</td>
</tr>
<tr>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

Payment will be made under:

Item G-101-4.1 Maintenance of Traffic -- Per Lump Sum.

END OF ITEM G-101
NOTE: The Terms and Conditions listed below are part of the contract and are intended to be read together with the Articles referenced, however in the case of a discrepancy, the Summary of Terms and Conditions reflect the most current Phasing Schedule and take precedence over Bid document Plans, Sheet No. G 05.00 Overall Phasing Plan and Section 02412 – Demolition Phasing and Schedule Requirements, in the Volume 2 – Technical Specifications.

Liquidated Damages (LDs) are not Cumulative.

Please note that the Allowance Item (G-103-4.4, Owner unforeseen condition allowance account) as referenced in the Volume #1, Part #1 Demolition Package Bid Document Plans (Sheet G 01.02) and the Volume 2 – Technical Specifications, Bid Documents (Item G-103-2.4 and 103-3.4 and 103-4.4) have been eliminated.

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2.1</td>
<td>Phase 1 - Mobilization Notice to Proceed (NTP), Demolition Work - (Nautical Ventures)</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 1 2nd NTP, Demolition Work -(Nautical Ventures)</td>
<td>5 Calendar Days from Phase 1 - NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 2 Nautical Ventures Demo Complete</td>
<td>19 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of December 20, 2013 whichever comes first</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 – Milestone 3 Atlantic Marina Haul Route including MOT/Safety - Start Demo Garage, Start Demo North of Expansion Joint</td>
<td>32 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Phase 1 - Milestone 4 Garage Demo North of Expansion Joint complete including Slab/Foundation (Backfilled, Compacted)</td>
<td>82 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of February 1, 2014, whichever comes first.</td>
</tr>
<tr>
<td>5.3.2</td>
<td><strong>Phase 1 – Milestone 5</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demolition of Garage Complete, Foundation, Slab Removed, Footprint of Garage filled &amp; Compacted</td>
<td></td>
</tr>
<tr>
<td></td>
<td>76 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.3.2</th>
<th><strong>Phase 2 – Milestone 1</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Demo NTP: Start Hotel Demo/Tree Relocation</td>
</tr>
<tr>
<td></td>
<td>127 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of April 7, 2014, whichever comes first</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.3.2</th>
<th><strong>Phase 2 – Milestone 2</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hotel (All Vertical Structures) Demolished to Ground Including Clearing of Debris</td>
</tr>
<tr>
<td></td>
<td>188 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of June 7, 2014, whichever comes first</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.3.2</th>
<th><strong>Phase 2 – Milestone 3</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Continued Demo Debris Clearing: Milestone 3 includes completion of Hotel, Garage, Dania Boat Foundations Filled, Compacted, Graded</td>
</tr>
<tr>
<td></td>
<td>212 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.3.3</th>
<th><strong>Phase 2 – Milestone 4</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Substantial Completion (Phases 1 &amp; 2)</td>
</tr>
<tr>
<td></td>
<td>249 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of August 7, 2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.3.4</th>
<th><strong>Phase 2 – Milestone 5</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Final Completion</td>
</tr>
<tr>
<td></td>
<td>All Permits Closed</td>
</tr>
<tr>
<td></td>
<td>280 Calendar Days from the Project Initiation Date in the Phase 1 – 2nd NTP or the Fixed Date of September 7, 2014</td>
</tr>
</tbody>
</table>

<p>|  | <strong>Total Calendar Days Including First &amp; Second NTP: 280 Calendar Days</strong> |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.3.5</td>
<td>Liquidated Damages:</td>
<td>Phase 1, Milestone # 1 - N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 1, Milestone # 2 - $5,000 per Calendar Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 1, Milestone # 3 - N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 1, Milestone # 4 - $5,000 per Calendar Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 1, Milestone # 5 - N/A</td>
</tr>
<tr>
<td>Division 1</td>
<td>Liquidated Damages for each calendar day after time specified for interim Milestones (or Phase):</td>
<td>Phase 2, Milestone # 1 - N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2, Milestone # 2 - $5,000 per Calendar Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2, Milestone # 3 - N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2, Milestone # 4 – Substantial Completion - $5,000 per Calendar Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2, Milestone # 5 – Final Completion - $5,000 per Calendar Day</td>
</tr>
<tr>
<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>35 %</td>
</tr>
<tr>
<td>27.5</td>
<td>Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.</td>
<td>$1,800 per Calendar Day</td>
</tr>
<tr>
<td>47</td>
<td>The parties designate the following as the respective places for giving of notice:</td>
<td>For County:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Broward County Aviation Department</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2200 SW 45th Street, Suite 101</td>
</tr>
<tr>
<td>SP-1A</td>
<td>County Business Enterprise (CBE) goals</td>
<td>At bid: Race-Neutral Small Business Set-aside</td>
</tr>
<tr>
<td>SP-1B</td>
<td>Disadvantaged Business Enterprise (DBE) goals</td>
<td>As awarded:</td>
</tr>
<tr>
<td>SP-1C</td>
<td>Small Business Participation goals</td>
<td>%</td>
</tr>
</tbody>
</table>

**ITB, Form 2: Schedule of Prices Bid**

- Contract Base Amount [Incorporate Schedule of Prices Bid here after Notice to Award] $

**ITB, Section [Article 24]**

- Allowance Accounts:
  1. (G-103-2.1) Permitting $35,000
  2. (G-103-2.2) Intersection Maintenance of Traffic by Off-Duty BSO Officers $100,000
  3. (G-103-2.3) Hazardous Material Abatement and Disposal $100,000
  4. Deleted Deleted

**Notice of Award**

- Contract Price (TBD after Notice of Award) $

---

Dania Beach, FL 33312

For Contractor:
## Insurance Requirements for the Demolition of Hilton Hotel, Hilton Parking Structure, Nautical Ventures

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

### TYPE OF INSURANCE

<table>
<thead>
<tr>
<th>Coversages</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[x] Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>[x] Premises—Operations</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Explosion &amp; Collapse Hazard</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[x] Underground Hazard</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Products/Completed Operations Hazard</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>[x] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[x] Independent Contractors</td>
<td>Personal Injury</td>
</tr>
<tr>
<td>[x] Public Liability</td>
<td></td>
</tr>
<tr>
<td>[x] Demolition Contractors</td>
<td></td>
</tr>
<tr>
<td>[x] Riggers Liability</td>
<td></td>
</tr>
</tbody>
</table>

### AUTO LIABILITY

<table>
<thead>
<tr>
<th>Coversages</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] Comprehensive Form</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[x] Hired</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>[x] Any Auto</td>
<td></td>
</tr>
</tbody>
</table>

### POLLUTION & ENVIRONMENTAL LIABILITY – for storage tank removal

<table>
<thead>
<tr>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Ded. $50k</td>
</tr>
</tbody>
</table>

### WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)

<table>
<thead>
<tr>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] STATUTORY</td>
</tr>
</tbody>
</table>

### UMBRELLA LIABILITY

<table>
<thead>
<tr>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] PROPERT Y- INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than $50k – installation floater may be required for replacement of materials, equipment and installation. All risk, replacement value.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] If project greater than $10K – installation floater required for replacement of materials, equipment and installation. All risk, agreed value.</td>
</tr>
</tbody>
</table>

**Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.**

---

**Description of Operations/Locations/Vehicles** Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverages are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager.

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

**CANCELLATION**: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder:

Broward County
2200 Southwest 45th Street, Suite 101
Dania Beach, FL 33312
RE: (R. Lauricella, BOAD)

Dawn Mehler
Aviation Division
Risk Insurance and Contracts Manager
DUE TO FAA FIGHT CHECK, NO WORK PERMITTED ON SITE DURING APPROXIMATE DATES OF JUNE 12TH THROUGH JUNE 16, 2014, OR AS OTHERWISE DIRECTED BY BCAD. UP TO FOUR DAYS OF NO WORK TIME SHALL BE ANTICIPATED AND IS ALREADY BUILT INTO TIME SCHEDULE. CONTRACTOR SHALL PROVIDE NOTICE OF FIGHT CHECK TIMEFRAME AT LEAST 48 HOURS IN ADVANCE TO ALLOW DEMOLITION CONTRACTOR TIME TO STOP WORK AND SECURE CONSTRUCTION SITE.

DEMO SOUTH GARAGE
DEMO ALL HOTEL VERTICAL STRUCTURES
AND TREE REMOVAL

CONSTRUCTION SEQUENCE DIAGRAM

NOTES
1. REFER TO SPECIFICATION SECTION FOR ADDITIONAL REQUIREMENTS.
2. CONTRACTOR SHALL POST SIGNS TO INFORM PUBLIC OF OCCASIONAL TEMPORARY CLOSING OF ROADWAYS TO AND FROM THE HOTEL DURING ALL PHASES.

REVISES
A. DRAWER NO. 1
B. PHASE 1:
C. PHASE 2:
D. PHASE 3:
E. PHASE 4:
F. PHASE 5:
G. PHASE 6:

LEGEND

0000
PHASE 1 - MILESTONES 1 THROUGH 3 WORK
PHASE 2 - MILESTONES 1 THROUGH 4 WORK
PHASE 3 - MILESTONES 1 THROUGH 5 WORK
PHASE 4 - MILESTONES 1 THROUGH 6 WORK
PHASE 5 - MILESTONES 1 THROUGH 7 WORK
CROSSING SURFACE WATER

DRAWN BY
R. N. JOHN
CONTRACTOR
ATKINS
BSH

REVISIONS

DATE

G 05.00

BID DOCUMENTS

OVERALL PHASING PLAN

GRAPHIC SCALE

1.000 2.000 3.000

G 05.00

BID DOCUMENTS

OVERALL PHASING PLAN

GRAPHIC SCALE

1.000 2.000 3.000

G 05.00

BID DOCUMENTS
FOR INFORMATIONAL PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY EXISTING SITE CONDITIONS PRIOR TO SUBMITTING A BID. ADDITIONAL PAYMENT WILL NOT BE MADE FOR VARIAATIONS IN THE QUANTITIES SHOWN ON THE PLANS.

1. REMOVAL OF PATIO, PATIO FURNITURE, AND DECORATION.
2. R её ALL ITEMS TO BE MOVED TO THE SOUTH OF THE FINISHED Ground.
3. REMOVE ALL ITEMS TO BE MOVED TO THE NORTH OF THE FINISHED Ground.
4. REMOVE ALL ITEMS TO BE MOVED TO THE EAST OF THE FINISHED Ground.
5. REMOVE ALL ITEMS TO BE MOVED TO THE WEST OF THE FINISHED Ground.

DANIA CUTOFF CANAL

NOTE:
ALL QUANTITIES SHOWN WERE TAKEN FROM AVAILABLE RECORD DRAWINGS AND ARE FOR INFORMATIONAL PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY EXISTING SITE CONDITIONS PRIOR TO SUBMITTING A BID. ADDITIONAL PAYMENT WILL NOT BE MADE FOR VARIAATIONS IN THE QUANTITIES SHOWN ON THE PLANS.
1. REFER TO SHEETS C 04.01 - C 04.03 FOR EXISTING TREE LOCATIONS.

2. NO PAVER MATERIAL OR PAVER MOLDING SHALL BE USED IN A MANNER THAT LEAVES DIRT ON THE GROUND OR PALM OR TREE CANOPY OR BETWEEN THE PLANTS.

3. THE CONTRACTOR SHALL PROVIDE TO THE CPM, A WATERING SCHEDULE THAT DETAILS DAY, TIME, INSTALLED DRAINAGE, AND BULK APPRAISAL FDOT DESIGN STANDARDS INDEX 544. ALL RELOCATED TREES AND PALMS SHALL BE BRACED OR WOODEN BRACING, UNLESS OTHERWISE DIRECTED FROM THE PROJECT ENGINEER.

4. ALL EXPOSED ROOFS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACK ALL CONSTRUCTION / ACCESS AREA IF ENCOUNTERED WHETHER DEPICTED ON THE PLAN OR NOT.

5. THE TRANSPLANTING PROCESS NOTES SURFACE ROOTS AT THE TOP OF THE TREE BASE OF THE PLANT MATERIAL. WHICH IS IN SOIL OF LOOSE TEXTURE, WHICH DOES NOT READILY ADHERE.

6. AT THE RECOMMENDED WATERING SCHEDULE QUANTITIES PROVIDED IN NOTATION 1.07.

7. THE PROJECT ENGINEER WILL CONDUCT A TREE PRUNING OR THINNING. BASE OF THE TREE OR PALM. WHICH MAY BE REQUIRED TO PROVIDE A NON-SOLUBLE WETTING AGENT APPLIED TO THE PLANTING SOIL AT THE TIME OF RELOCATION PER THE MANUFACTURER'S INSTRUCTIONS.

8. THE CONTRACTOR MUST MEET ALL STATE AND LOCAL ORDINANCES, CODES, AND STANDARDS AND REGULATIONS, CODES, AND STANDARDS.
<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>Scientific Name</th>
<th>DBH(in.)</th>
<th>Height(ft.)</th>
<th>Spread(ft.)</th>
<th>Canopy(ft.)</th>
<th>Coordinates</th>
<th>CONDITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>36</td>
<td>15</td>
<td>10</td>
<td>79</td>
<td>690163.8</td>
<td>Good</td>
</tr>
<tr>
<td>2</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>3</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>4</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>5</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>6</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>7</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>8</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>9</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>10</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>11</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>12</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>13</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>14</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>15</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>16</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>17</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>18</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>19</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
<tr>
<td>20</td>
<td>Cabbage Palm</td>
<td>Sabal palmetto</td>
<td>41</td>
<td>35</td>
<td>10</td>
<td>79</td>
<td>690245.3</td>
<td>Good</td>
</tr>
</tbody>
</table>

### Tree Disposition Tables

**WP-209 DEMOLITION OF HILTON HOTEL AND NAUTICAL VENTURES (fla Dania Boat Sales)**

**Revisions**

**Designers:**

- Atkins
- Atkins
- Atkins
- Atkins
- Atkins

**Site:**

- Dania
- Dania
- Dania
- Dania
- Dania

**FMPA ID:**

- FP04.01
- FP04.02
- FP04.03
- FP04.04
- FP04.05

**License:**

- LA8656770
- LA8656770
- LA8656770
- LA8656770
- LA8656770

**BID DOCUMENTS**

- Sheet C 04.05

**TREE DISPOSITION TABLES**

- Sheet Number
- WP-209

**DISPOSITION**

- Re-Plant
- Re-Plant
- Re-Plant
- Re-Plant
- Re-Plant

**RELOCATION**

- Plan
- Plan
- Plan
- Plan
- Plan

**RELOCATION GENERAL NOTES.**

- Refer to Sheet C 04.04 through C 04.05.
<table>
<thead>
<tr>
<th>TREE #</th>
<th>Common Name</th>
<th>Species Name</th>
<th>DBH (in.)</th>
<th>Multi-Root?</th>
<th>Height (ft.)</th>
<th>Spreader (ft.)</th>
<th>Girthy (ft.)</th>
<th>Nothing</th>
<th>Coding</th>
<th>General Condition</th>
<th>Condition Note 1</th>
<th>Condition Note 2</th>
<th>Condition Note 3</th>
<th>TREE REMOVAL &amp; DISPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>Yes</td>
<td>30</td>
<td>15</td>
<td>177</td>
<td>360</td>
<td>45/35</td>
<td>35</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
</tr>
<tr>
<td>61</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>Yes</td>
<td>30</td>
<td>15</td>
<td>177</td>
<td>360</td>
<td>45/35</td>
<td>35</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
<td>90/120</td>
</tr>
</tbody>
</table>

**COORDINATES & CONDITION INFORMATION**

WP-369 DEMOLITION OF HILTON HOTEL AND NAUTICAL VENTURES (Boca Raton/Dania Boat Sales)

*Sheet Title: TREE DISPOSITION TABLES*

**Sheet Number: C 04.06**

**Reference Sheet 04.01 for Tree Specifications**

**Airports Expansion Program**

**Atkins Engineering**

**Broward County, FLORIDA**

**Hilton Hotel and Nautilus Ventures**

**Sheet Condition:**

1. Tree to be Excised
2. Tree to be Excised
3. Tree to be Excised
4. Tree to be Excised

**Date Revised:** August 29, 2013

**Drawn by:**

**Reviewed by:**

**Architect:**

**General Contractor:**

**Construction:**

**Bid Documents:**

**Printed:** 8-5-13

**Revised:** 8-28-13

**Sheet Title:**

**Sheet Number:**

**Drawing Number:**

**Control Number:**

**Bill of Quantity:**

**Supplemental Notes:**

**Tree Specifications:**

**Tree Removal & Disposal:**

**Tree Disposition:**
<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>COMMON NAME</th>
<th>DIA (IN)</th>
<th>Multi-Student</th>
<th>Height (Ft.)</th>
<th>Spread (Ft.)</th>
<th>Canopy (S.F.)</th>
<th>SPECIFICATIONS</th>
<th>COORDINATES</th>
<th>CONDITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>191</td>
<td>Areca Palm</td>
<td>Cabbage Palm</td>
<td>3.2</td>
<td>12</td>
<td>113</td>
<td>50912.4</td>
<td>50912.4</td>
<td>Good</td>
<td>50912.4</td>
<td>50912.4</td>
</tr>
<tr>
<td>200</td>
<td>Areca Palm</td>
<td>Cabbage Palm</td>
<td>3.2</td>
<td>12</td>
<td>113</td>
<td>50912.4</td>
<td>50912.4</td>
<td>Good</td>
<td>50912.4</td>
<td>50912.4</td>
</tr>
</tbody>
</table>

**General Condition:** A cluster of 5 trees. Tank Damage on 1 Major Tree.
<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>Specimen Name</th>
<th>General Condition</th>
<th>Condition Note 1</th>
<th>Condition Note 2</th>
<th>Condition Note 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>252</td>
<td>Outdoor Liriope</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>253</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>254</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>255</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>256</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>257</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>258</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>259</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>260</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>261</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>262</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>263</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>264</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>265</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>266</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>267</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>268</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>269</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>270</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>271</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>272</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>273</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>274</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>275</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>276</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>277</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>278</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>279</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>280</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>281</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>282</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>283</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>284</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>285</td>
<td>Areca Palm</td>
<td>Yes</td>
<td>25</td>
<td>20</td>
<td>314</td>
<td>$20684.7</td>
</tr>
<tr>
<td>286</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>287</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>288</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>289</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>290</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>291</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>292</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>293</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>294</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>295</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>296</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>297</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>298</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>299</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>300</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>301</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>302</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>303</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>304</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>305</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>306</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>307</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>308</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>309</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>310</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>311</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>312</td>
<td>Areca Palm</td>
<td>No</td>
<td>18</td>
<td>12</td>
<td>113</td>
<td>$20771.2</td>
</tr>
<tr>
<td>TREE #</td>
<td>SPECIES</td>
<td>COMMON NAME</td>
<td>SCIENTIFIC NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>---------</td>
<td>-------------</td>
<td>-----------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>313</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>314</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>315</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>354</td>
<td>Areca Palm</td>
<td>Areca palm</td>
<td>Areca palm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>333</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>337</td>
<td>Chinese Fan Palm</td>
<td>Dypsis lutescens</td>
<td>Dypsis lutescens</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>323</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>344</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>324</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>359</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>319</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>341</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>345</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>346</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>347</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>348</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>351</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>356</td>
<td>Remove</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>365</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>314</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>315</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>333</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>337</td>
<td>Chinese Fan Palm</td>
<td>Dypsis lutescens</td>
<td>Dypsis lutescens</td>
</tr>
<tr>
<td>323</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>344</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>324</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>359</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>319</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>341</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>345</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>346</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>347</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>348</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>351</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>356</td>
<td>Remove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>365</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>314</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>315</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>333</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>337</td>
<td>Chinese Fan Palm</td>
<td>Dypsis lutescens</td>
<td>Dypsis lutescens</td>
</tr>
<tr>
<td>323</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>344</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>324</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>359</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>319</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>341</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>345</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>346</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>347</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>348</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>351</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>356</td>
<td>Remove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>365</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>314</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>315</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>333</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>337</td>
<td>Chinese Fan Palm</td>
<td>Dypsis lutescens</td>
<td>Dypsis lutescens</td>
</tr>
<tr>
<td>323</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>344</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>324</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>359</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>319</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>341</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>345</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>346</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>347</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>348</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>351</td>
<td>Co-Dominant</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>356</td>
<td>Remove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>365</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>COMMON NAME</th>
<th>SCIENTIFIC NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>314</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>315</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>333</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>337</td>
<td>Chinese Fan Palm</td>
<td>Dypsis lutescens</td>
<td>Dypsis lutescens</td>
</tr>
<tr>
<td>323</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>344</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>324</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>359</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>319</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>317</td>
<td>Montgomery Palm</td>
<td>Veitchia monticola</td>
<td>Veitchia monticola</td>
</tr>
<tr>
<td>341</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>345</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>346</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>347</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>348</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>351</td>
<td>Co-Permanent</td>
<td>Quercus virginiana</td>
<td>Quercus virginiana</td>
</tr>
<tr>
<td>356</td>
<td>Remove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>365</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Tree #</td>
<td>Common Name</td>
<td>Scientific Name</td>
</tr>
<tr>
<td>-----</td>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
</tr>
<tr>
<td>376</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>20 N/A 30-50</td>
</tr>
<tr>
<td>377</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>378</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>379</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>13 N/A 40</td>
</tr>
<tr>
<td>380</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>381</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>382</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>383</td>
<td>Live Oak</td>
<td>Quercus virginiana</td>
<td>16 N/A 40</td>
</tr>
<tr>
<td>384</td>
<td>Strenger Fig</td>
<td>Ficus aurea</td>
<td>19 N/A 30-30</td>
</tr>
<tr>
<td>385</td>
<td>Macaduca Palm</td>
<td>Roystonea macducati</td>
<td>17 N/A 30-30</td>
</tr>
<tr>
<td>386</td>
<td>Silver Live Oak</td>
<td>Quercus virginiana</td>
<td>6 N/A 12-8</td>
</tr>
<tr>
<td>387</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>4 N/A 12-12</td>
</tr>
<tr>
<td>388</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>6 N/A 12-12</td>
</tr>
<tr>
<td>389</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-25</td>
</tr>
<tr>
<td>390</td>
<td>Montgomery Palm</td>
<td>Veitchia montgomeryana</td>
<td>36 N/A 12-12</td>
</tr>
<tr>
<td>391</td>
<td>Montgomery Palm</td>
<td>Veitchia montgomeryana</td>
<td>6 N/A 12-12</td>
</tr>
<tr>
<td>392</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>6 N/A 12-12</td>
</tr>
<tr>
<td>393</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>394</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>395</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>396</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>397</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>398</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>399</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>400</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>401</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>402</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>403</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>404</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>405</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>406</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>407</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>408</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>409</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>410</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>411</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>412</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>413</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>414</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>415</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>416</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>417</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>418</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>419</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>420</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>421</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>422</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>423</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>424</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>425</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>426</td>
<td>Chinese Fan Palm</td>
<td>Livistona chinensis</td>
<td>16 N/A 12-12</td>
</tr>
<tr>
<td>Tree #</td>
<td>Common Name</td>
<td>Scientific Name</td>
<td>DBH (in.)</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-----------------</td>
<td>-----------</td>
</tr>
<tr>
<td>432</td>
<td>Red Mangrove</td>
<td>Rhizophora mangle</td>
<td>10</td>
</tr>
<tr>
<td>433</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>8</td>
</tr>
<tr>
<td>434</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>10</td>
</tr>
<tr>
<td>435</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>12</td>
</tr>
<tr>
<td>436</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>14</td>
</tr>
<tr>
<td>437</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>16</td>
</tr>
<tr>
<td>438</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>18</td>
</tr>
<tr>
<td>439</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>20</td>
</tr>
<tr>
<td>440</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>22</td>
</tr>
<tr>
<td>441</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>24</td>
</tr>
<tr>
<td>442</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>26</td>
</tr>
<tr>
<td>443</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>28</td>
</tr>
<tr>
<td>444</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>30</td>
</tr>
<tr>
<td>445</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>32</td>
</tr>
<tr>
<td>446</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>34</td>
</tr>
<tr>
<td>447</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>36</td>
</tr>
<tr>
<td>448</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>38</td>
</tr>
<tr>
<td>449</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>40</td>
</tr>
<tr>
<td>450</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>42</td>
</tr>
<tr>
<td>451</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>44</td>
</tr>
<tr>
<td>452</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>46</td>
</tr>
<tr>
<td>453</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>48</td>
</tr>
<tr>
<td>454</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>50</td>
</tr>
<tr>
<td>455</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>52</td>
</tr>
<tr>
<td>456</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>54</td>
</tr>
<tr>
<td>457</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>56</td>
</tr>
<tr>
<td>458</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>58</td>
</tr>
<tr>
<td>459</td>
<td>Sea Grape</td>
<td>Cocos nucifera</td>
<td>60</td>
</tr>
</tbody>
</table>

**Notes:**
- DBH (Diameter at Breast Height) in inches.
- Height in feet.
- General Condition: Poor, Good, Fair, Dead.
- Condition Notes: Note 1, Note 2, Note 3.
- Disposition: Remove, Remain, Relocate.
<table>
<thead>
<tr>
<th>TREE #</th>
<th>SPECIES</th>
<th>SPECIES TIE</th>
<th>DBH (In.)</th>
<th>Height (ft.)</th>
<th>Spread (ft.)</th>
<th>Canopy (k c.)</th>
<th>Needles</th>
<th>Rating</th>
<th>General Condition</th>
<th>Condition Note 1</th>
<th>Condition Note 2</th>
<th>Condition Note 3</th>
<th>HILTON TREE DISPOSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>503</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>8</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>504</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>6</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>505</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>5</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>506</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>4</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>507</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>4</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>508</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>4</td>
<td>16</td>
<td>20</td>
<td>314</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>509</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>510</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>511</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>512</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>513</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>514</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>515</td>
<td>Sea Grape</td>
<td>Cocoloba uvifera</td>
<td>3</td>
<td>16</td>
<td>15</td>
<td>177</td>
<td></td>
<td></td>
<td>Good/Fair</td>
<td>REMOVE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONDITION INFORMATION**

- **Note**: Refer to sheet C 04.12 for tree relocation general notes.
- **Note**: Refer to sheet C 04.12 for tree relocation and condition notes.

**HILTON TREE DISPOSITION**

- **Note**: Signatures and dates are required for approval.

**CONTACTS**

- **Atkins International Builders**: 2200 SW 45th Street, Suite 1101 Dania Beach, FL 33312
- **Design Professional**: Atkins
- **Consultant**: Atkins
- **Construction Manager**: Atkins
- **Owner**: Broward County
- **Contractor**: Atkins
- **Additional Contractors**: Atkins

**REVIEWS**

- **Sheet Number**: C 04.13
- **Author**: Atkins
- **Drawn By**: Atkins
- **Reviewed By**: Atkins
- **Checked By**: Atkins
- **Approved By**: Atkins

**TREE DISPOSITION TABLES**

1. Refer to sheet C 04.13 for tree relocation general notes.
2. Refer to sheet C 04.12 for tree relocation and condition notes.
ITEM G-100 MOBILIZATION, BONDS AND NON-OCIP INSURANCE

GENERAL

100-1.1 SCOPE. The work specified in this specification consists of the preparatory work and operations in mobilizing the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices in addition to the requirements of Specification Item G-102, Contractor's Field Office, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by these specifications, the special provisions, and State and local laws and regulations. The costs of bonds and any required non-OCIP (Owner Controlled Insurance Program) insurance and any other preconstruction expenses necessary for the start of the work, excluding the cost of construction materials, shall be included in this specification. Also included in this section are contractor demobilization costs.

CONSTRUCTION METHODS

100-2.1 NO WAIVER OF LIABILITY. The Contractor shall conduct his operations in such a manner that no undue hazard will result due to the requirements of this specification, and the policies and procedures described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor or his surety.

METHOD OF MEASUREMENT

100-3.1 PERFORMANCE AND PAYMENT BONDS. This item shall be cited in terms of a lump sum bid amount. This shall include all performance and payment guaranties required as specified herein.

100-3.2 MOBILIZATION & NON-OCIP INSURANCE. This item shall be cited in the terms of a lump sum bid amount. This shall include all mobilization work described in these specifications for the award and completion of this contract. This item shall also include all demobilization costs associated with demobilizing from the project site after construction completion. It shall also include all costs for Non-OCIP insurance required by the contract.

100-3.3 EXCESS MOBILIZATION, NON-OCIP INSURANCE & BONDS. This item shall be cited in the terms of a lump sum bid amount. This shall include all excess mobilization work described in these specifications for the award and completion of this contract. This item shall also include all Non-OCIP insurance in excess of 3% required for this project. It shall also include all excess costs for performance and payment bonds in excess of 3% required by the contract.

100-3.4 HAUL ROAD. This item shall consist of placing #57 stone, if necessary and if directed by the Engineer or Owner, for the on-site haul route. This item also includes removal of the stone and restoration of the haul road at the end of the project. Placement of #57 stone for a haul road will be measured by the ton.

BASIS OF PAYMENT

100-4.1 PERFORMANCE AND PAYMENT BONDS. Payment shall be made at the contract lump sum for performance and payment guarantees.

The performance and payment guaranty (Pay Item G-100-4.1) prices combined, are not to exceed 3% of the total amount bid. The 3% ceiling for Pay Item G-100-4.1 is not a reflection of responsiveness; it is only the instruction on the maximum amount the County will pay for this item.

Payment for the Performance and Payment Bonds shall be made with the first periodic payment request developed and submitted by the Contractor to the Owner.
Payment will be made under:

Item No. G-100-4.1 Performance & Payment Bonds -- per Lump Sum

100-4.2 MOBILIZATION & NON-OCIP INSURANCE. Payment shall be made at the contract lump sum for mobilization and Non-OCIP insurance in accordance with the schedule listed below. This price shall be full compensation for furnishing all materials, for all labor, equipment, tools and incidentals necessary to complete the item.

The Mobilization and Non-OCIP Insurance (Pay Item G-100-4.2) prices bid are not to exceed 3% combined of the total amount bid. The 3% ceiling for Pay Item G-100-4.2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the County will pay for this item.

100-4.3 EXCESS MOBILIZATION, NON-OCIP INSURANCE & BONDS. Any amount in excess of 3% for Pay Items G-100-4.1 and G-100-4.2 will be moved into Pay Item G-100-4.3 Excess Mobilization, Non-OCIP Insurance & Bonds; however, the total bid amount will not change. The standard retainage, as specified in the Construction Agreement, will be applied to this G-100-4.3 allowance.

Partial payments for Mobilization & Non-OCIP Insurance and the Excess Mobilization, Non-OCIP Insurance & Bonds shall be made in accordance with the following:

<table>
<thead>
<tr>
<th>Percent of Original Contract Price Earned for Each Bid Schedule</th>
<th>Allowable Percent of Lump Sum Price For the Item in Each Bid Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>25</td>
</tr>
<tr>
<td>25</td>
<td>50</td>
</tr>
<tr>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>75</td>
<td>90</td>
</tr>
<tr>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

100-4.4 HAUL ROAD. Payment shall be made at the contract unit price per ton for #57 stone placed as an on-site haul road. This price shall be full compensation for furnishing all installation materials, labor, removal and restoration associated with this item.

Payment will be made under:

Item No. G-100-4.2 Mobilization & Non-OCIP Insurance -- per Lump Sum

Item No. G-100-4.3 Excess Mobilization, Non-OCIP Insurance & Bonds -- per Lump Sum

Item No. G-100-4.4 #57 Stone for Haul Road -- per Ton

END OF SECTION G-100
ITEM P-156 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

156-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Consultant during the life of the contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

156-1.2 The Contractor shall be responsible for obtaining any necessary permits for haul routes, equipment access points, staging areas, office compounds, materials stockpiles, blending and batch plant areas and operations or other project related activity areas outside the project limits or off site.

156-1.3 The Contractor shall prepare all required documentation, pay all fees and perform all services and work necessary to obtain all permits and approvals from any and all local, state and federal regulatory agencies for the Contractor’s staging, stockpile, blending and batch plant areas and operations. The cost of all permitting shall be subsidiary to other items of work. The Contractor shall submit written documentation that all required permits have been obtained prior to the start of construction.

156-1.4 The Contractor shall develop a Stormwater Pollution Prevention Plan (SWPPP) to supplement the erosion and sedimentation control plans as contained in the drawings. The plan shall be in strict compliance with the National Pollutant Discharge Elimination System (NPDES) permit issued or approved by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR Part 122.6 and the Florida Department of Environmental Protection (FDEP). The Plan shall address all measures to dispose of, control, or prevent the discharge of solid, hazardous and sanitary wastes to the waters of the U.S. The plan shall include procedures to control offsite tracking of soil by vehicles and construction equipment and procedures for cleanup and reporting of non-storm water discharges such as contaminated groundwater or accidental spills.

MATERIALS

156-2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Expressly prohibited from use at all times is Millet OR Soda Apple seed in any combination or percentage with other seeds.

156-2.2 MULCHES. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials.

156-2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

156-2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.
156-2.5 OTHER. All erosion control devices shall meet requirements of FDOT Design Standards Indexes 102 and 103 or approved equal and satisfy the requirements outlined in these specifications and on the construction plans. All other materials shall meet commercial grade standards and shall be approved by the Consultant before being incorporated into the project.

156-2.6 DUST CONTROL. The Contractor shall be responsible for control of dust resulting from construction operations and construction vehicles throughout the duration of construction. Dust must be controlled by all means necessary to prevent the movement of dust from the work site to other areas both on and off the airport.

Prior to commencing the work, the Contractor shall submit a dust control plan. This plan, including all equipment and materials proposed to control the Dust shall be reviewed and approved by the Consultant. The Contractor understands that any and all damages and associated costs to airport operations, adjacent properties and the public resulting from the Contractor's lack of adequate dust control (excluding severe weather events), will be borne solely by the Contractor. Upon a request from the Consultant or BCAD Operations regarding dust control, the Contractor must apply all necessary means required to control the dust to the satisfaction of the Consultant and or BCAD Operations. Water for the project shall be obtained in accordance with the requirements of the General Conditions.

CONSTRUCTION REQUIREMENTS

156-3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The Engineer Contractor shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

No open burning will be permitted at BCAD owned airports.

156-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit a Pollution Control Plan including schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Consultant.

156-3.3 AUTHORITY OF CONSULTANT. The Consultant has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.

156-3.4 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately
thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Consultant will limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or are ordered by the Consultant, such work shall be performed by the Contractor at his/her own expense.

The Consultant may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the construction period.

Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

**The Contractor shall provide equipment wash out areas and these areas will be so constructed and protected to not allow any discharge of silt, fuels, lubricants and other harmful materials into nearby impoundments, ponds or surface water drainage systems.**

**The Contractor shall periodically inspect the pollution control features at the intervals stated in the approved Pollution Control Plan, and immediately after each rainfall and at least daily during prolonged rainfall and immediately correct any deficiencies. The Contractor shall review the location of pollution control features for effectiveness. If deficiencies exist, the Contractor shall correct as directed by the Consultant.**

Remove sediment deposits when the deposit reaches approximately 1/3 of the volume capacity of the sediment control feature, or as otherwise required. Remove all sediment deposits when the sediment control feature is removed. Grade and dress area to restore to preconstruction condition or finish grade as called for on the plans.

**Operate and maintain turbidity barriers as required by permit to contain turbidity that may occur as a result of construction operations.**

In compliance with the General Provisions Section 50, Control of Work, the Contractor shall continuously maintain permanent and temporary pollution control features. Maintenance shall include periodic watering and mowing of grassed areas. There shall be no additional or separate compensation paid to the Contractor for such work.

If construction is suspended, the Contractor shall inspect, maintain and operate temporary and permanent pollution control features during such suspension. If suspension is part of the project phasing and sequencing plan, or if the suspension is requested by the Contractor, the Contractor shall not be paid additional or separate compensation for the Contractor to inspect, maintain and operate the pollution control facilities.
The Contractor is also responsible for the removal of all temporary erosion/pollution control facilities and the restoration of those sites. This work will include the repair of any trenching for silt fence, removal of all silt build-up, the removal of fencing, barriers and silt bales and the associated stakes and appurtenances, and the placing of seeding or sodding to restore those sites. All inlets, catch basins and manholes constructed for this project shall be cleaned and the new drainage pipes flushed. All materials taken from the facilities or flushed from the new piping system shall be collected by the Contractor and disposed of at a location on-site acceptable to the Consultant.

The Contractor shall provide tree preservation barricade fencing as required to protect trees scheduled to remain. Refer to Sheet C-04.01 for additional information.

156-3.5 CONSTRUCTION AIR QUALITY – DIESEL VEHICLE EMISSIONS.

FUEL USE REQUIREMENTS

A. The fuel use requirements apply to all off-road vehicles and equipment utilized by Contractors, Subcontractors and Suppliers that are on the project site for a minimum period of fourteen (14) consecutive calendar days.

B. The fuel use requirements apply to all on-road vehicles and equipment utilized by Contractors, Subcontractors and Suppliers that transport materials regularly to and from the Project site that exceed five (5) calendar days per month accessing the work site.

C. The Contractor must utilize Ultra Low Sulfur Diesel (ULSD) for all diesel-powered vehicles and equipment (both mobile and stationary) with engine hp ratings of 50 hp or more that are utilized on the Project site. The ULSD must conform to the American Society of Testing and Materials (ASTM) D975 with the following additional specifications:

1. ASTM D5453 15 ppm Sulfur maximum
2. ASTM D6078 Lubricity (SBOCLE) 3100g minimum
3. ASTM D613 Cetane 45 minimum

EQUIPMENT TECHNOLOGY REQUIREMENTS

A. The equipment technology requirements apply to all off-road vehicles and equipment utilized by Contractors, Subcontractors and Suppliers that are on the Project site for a minimum period of fourteen (14) consecutive calendar days.

B. These requirements do not apply to on-road vehicles and equipment, however Contractors, Subcontractors and Suppliers that transport materials regularly to and from the Project site are encouraged to follow these requirements to the best of their ability.

C. Requirements:

1. All off-road diesel-powered vehicles and equipment (both mobile and stationary), as applicable, with engine hp ratings of 50 hp or more, must install and or retrofit with emissions control devices that will reduce emissions prior to utilization of said equipment on the Project. The retrofit emission control devices must consist of diesel oxidation catalysts, diesel particulate filters or similar retrofit equipment control technology that

   a. is included on the EPA Verified Retrofit Technology List (http://www.epa.gov/otaq/refit/retroverifiedlist.htm) or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/verdev.htm) or
b. is verified by EPA or represented by the manufacturer in writing, to provide a minimum emissions reduction of 20% PM, 20% CO, and 40% HC when used with Ultra Low Sulfur Diesel fuel.

2. The installation of retrofit emission control devices is applicable when the vehicle or equipment does not meet EPA Tier 2 Rule Compliance as indicated in the table below. The shaded areas indicate the horsepower/model year that would require retrofit emission control devices:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 to &lt; 25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 to &lt; 50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 to &lt; 75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75 to &lt; 100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 to &lt; 125</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>125 to &lt; 175</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>175 to &lt; 300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>300 to &lt; 600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>600 to 750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pre = Engine Manufactured before any of the Tier Standards
1, 2, 3, 4, 4a, and 4b = Tier Standards
Tier 4 Standards detailed in FR, June 29, 2004 (p. 38958)

**INTERPRETATION OF REQUIREMENTS**

A. The interpretation of these requirements and any determination of lack of compliance with these requirements may be referred to the Consultant for a determination. However, the Consultant's decision will be final.

**GENERAL REQUIREMENTS**

A. Throughout the Project, the Contractor will submit a certified monthly fuel report to the Consultant, which lists the supplier and the amount of fuel delivered to each piece of equipment and each vehicle used on the Project to which the fuel use requirements apply. The Consultant has the option, in addition to any other remedies available to the County, to withhold monthly progress payments until such time as the Contractor submits the required information.

B. All vehicles and equipment to which this requirement is applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment or vehicle is found to be non-compliant, the Contractor, Subcontractor or Supplier must discontinue use of said equipment or vehicle and remove or retrofit this equipment or vehicle within 24 hours or be subject to a fine of $500 per day per non-compliant equipment/vehicle by the Broward County Aviation Department until that piece of equipment or vehicle is removed.
from the Project. Prior to the start of construction the Contractor must submit in writing a list of equipment to the Consultant that will be utilized as part of the Project for inspection to ensure that all of these requirements have been implemented. Equipment and vehicles brought on-site over the course of the Project must be submitted in writing on or before the date the equipment or vehicle is delivered to the site. The list(s) must include the following:

1. Contractor/sub-contractor name,

2. Equipment number, type, make, model, year, horsepower rating, and VIN,

3. EPA tier-rule compliant level or the emission control device make, model and EPA or manufacturer verification letter.

4. The Consultant has the option, in addition to any other remedies available to the County, to withhold monthly progress payments until such time as the Contractor submits the required information.

C. Idling Restrictions

1. Idling of diesel powered vehicles and equipment shall not be permitted during periods of non-active vehicle use. Diesel powered engines shall not be allowed to idle for more than five consecutive minutes in a 60-minute period when the equipment is; not in use, occupied by an operator, or otherwise in motion, except only as follows:
   a. When equipment is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
   b. When it is necessary to operate auxiliary systems installed on the equipment, only when such system operation is necessary to accomplish the intended use of the equipment,
   c. To bring the equipment to the manufacturers recommended operating temperature,
   d. When the ambient temperature is below forty (40) degrees F or above eighty (80) degrees F, or
   e. When equipment is being repaired.

2. The Contractor shall receive 1 warning total per day for any diesel powered vehicles and equipment observed to be in non-compliance with the idling restrictions outlined above. After the first warning each day, vehicles or equipment observed to be in non-compliance with the idling restrictions shall be subject to a $500 fine per vehicle or piece of equipment per day.

METHOD OF MEASUREMENT

156-4.1 Temporary erosion and pollution control work required which is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls will be performed as scheduled or ordered by the Consultant. Completed and accepted work will be measured as follows:

a. Temporary seeding and mulching will be measured by the square yard (square meter).

b. Temporary slope drains will be measured by the linear foot (meter).

c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard
(cubic meter) of embankment placed at the direction of the Engineer, in excess of plan lines and elevations.

d. All fertilizing will be measured by the ton (kilogram).

a. Temporary erosion and sedimentation control including construction air quality and diesel vehicle emissions controls, and other items required to meet these specifications and all federal, state and local requirements, unless otherwise specifically paid for under another item, shall be measured by the lump sum for installation and maintenance of all required measures.

156-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor with costs included in the contract prices bid for the items to which they apply.

BASIS OF PAYMENT

156-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer and measured as provided in paragraph 156-4.1 will be paid for under: Temporary air and water pollution, soil erosion and siltation control work shall be paid for by the lump sum and based upon prorated percentages for each month's application for payment. This price shall be full payment for furnishing, installing, inspecting and maintaining all required temporary air and water pollution, erosion and sedimentation control measures shown on the plans and as required by other jurisdictional agencies.

Payment will be made under:

Item P-156-5.1 Erosion and Pollution Control -- per Lump Sum

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the Consultant will be paid for in accordance with Section 90-05.

END OF ITEM P-156
SECTION 02412 - DEMOLITION PHASING & SCHEDULE REQUIREMENTS

PART 1 - GENERAL

1.1 SCHEDULE

A. This scope of work will be completed by the date identified as Substantial Completion. Work shall be performed to minimize disruption to Owner, tenants, and operations of aforementioned.

B. Availability of Work Areas
   1. Areas in which the work is to be accomplished will be available in accordance with the following schedule:
      - NTP-1 Mobilization
      - Phase 1 Demolition NTP
      - Phase 2 Demolition NTP

C. Phasing
   1. Refer to the Drawings for Phasing areas and limitations.
   2. Demolition is to occur in the following sequence:
      a. NTP 1 - Mobilization: This phase shall provide the time for the Contractor to prepare for the start of construction as well as obtain necessary permits and make shop drawing submittals.
      b. PHASE 1 – Work Hours 7:00 AM to 6:00 PM
         1) Milestone 1 – Phase 1 Demolition NTP
         2) Milestone 2 - Demolish the existing Boat Sales building:
            - Existing Boat Sales building is to be demolished down to the existing floor slab. Do not remove floor slab or any underground components during this phase. Demolition of the floor slab and underground components is to be completed during Phase 2 of this Contract.
            - The Contractor shall remove all items within the first floor slab that may cause damage to vehicle tires or be a trip hazard to pedestrians.
            - The Contractor shall procure and install all Maintenance of Traffic components that will be utilized during Milestone 3, when hotel patrons will park on the paved surfaces of the Boat Sales property.
            - Existing Hotel Facility in use during this phase.
               (1) All vehicle and pedestrian traffic in front of or entering the Hotel facility shall be maintained throughout this phase of construction.
               (2) The Contractor shall not block the entrance to the Hotel facility during this phase. The Contractor shall not block access or normal operations at the Hotel loading area.
            - Existing parking garage in use during this phase.
3) **Milestone 3** - Demolish the north half of the existing Hotel parking garage:
   a) Demolish the existing Hotel parking garage.
      (1) Demolish existing Hotel parking garage north of the expansion joint, grade area and install erosion control measures.
      (2) Establish haul route across Atlantic Marina site.
   b) Existing Hotel Facility in use during this phase.
      (1) All vehicle and pedestrian traffic in front of or entering the Hotel facility shall be maintained throughout this phase of construction.
      (2) The Contractor shall not block the entrance to the Hotel facility during this phase. The Contractor shall not block access or normal operations at the Hotel loading area.
      (3) Contractor shall not block entrance to the Boat Sales property temporary parking site.
   c) Hotel guest vehicular parking to be located within the Boat Sales lot area during this phase.

4) **Milestone 4** - Demolish the existing Hotel parking garage and north foundation:
   a) Demolish the existing Hotel parking garage.
      (1) Demolish remainder of existing Hotel parking garage, grade area and install erosion control measures.
      (2) Demolition of the north section of first floor slab of parking garage, foundations and all associated building components, backfill and compact area.
      (3) Establish haul route across Atlantic Marina site.
   b) Existing Hotel Facility in use during this phase.
      (1) All vehicle and pedestrian traffic in front of or entering the Hotel facility shall be maintained throughout this phase of construction.
      (2) The Contractor shall not block the entrance to the Hotel facility during this phase. The Contractor shall not block access or normal operations at the Hotel loading area.
      (3) Contractor shall not block entrance to the Boat Sales property temporary parking site.
   c) Hotel guest vehicular parking to be located within the Boat Sales lot area during this phase.

5) **Milestone 5** - Demolish the existing Hotel parking garage and remainder of foundation:
   a) Demolish the remainder of the existing Hotel parking garage.
      (1) Demolish remainder of existing Hotel parking garage, grade area and install erosion control measures.
(2) Demolition of the remainder of the first floor slab of parking garage, foundations and all associated building components, backfill and compact area.
(3) Establish haul route across Atlantic Marina site.
(4) Topsoil and sodding to be installed in the affected footprint of the parking garage.

b) Existing Hotel Facility in use during this phase.
   (1) All vehicle and pedestrian traffic in front of or entering the Hotel facility shall be maintained throughout this phase of construction.
   (2) The Contractor shall not block the entrance to the Hotel facility during this phase. The Contractor shall not block access or normal operations at the Hotel loading area.
   (3) Contractor shall not block entrance to the Boat Sales property temporary parking site.

c) Hotel guest vehicular parking to be located within the Boat Sales lot area during this phase.

c. PHASE 2 – Work Hours 7:00 AM to 6:00 PM
   1) Milestone 1 – Phase 2 Demolition NTP.
   2) Milestone 2 – Demolish the existing Hotel facilities:
      a) Contractor to take control of entire hotel site and secure.
      b) The demolition procedure and sequencing shall follow the Demolition Plan submitted under Section 02410.
      c) Clearing of hotel demolition debris.
      d) Relocation of onsite trees.
      e) All vertical components of the hotel structures shall be demolished during Milestone 2.
   3) Milestone 3 – Demolish and clearing of Boat Sales remaining floor slab, associated site paving and underground components:
      a) Remove all remaining debris from the demolition of the hotel structure.
      b) Backfill and compact any and all excavations and grade the site to drain.
   4) Milestone 4 – Topsoil and sodding to be installed over the entire site, less what is completed in Phase 1:
      a) Complete all debris removal and landscaping operations.
      b) Removal all temporary haul routes and fencing
      c) Obtain Substantial Completion.
   5) Milestone 5 – Close all permits and final completion:
      a) Contractor to close out all open permits.
      b) Contractor to complete any punchlist items.

   d. All work in this phase shall conform to the City of Dania Beach Noise Ordinance 17-88, which restricts all work between 9:00pm to 7:00am on weekdays and Saturdays and between 9:00pm to 8:00am on Sundays and holidays. This site will be considered as same as within 50 meters of any residential or noise sensitive area for the purposes of the City Code.

D. Critical Dates (must be complete by)
1. **NTP 1 – Mobilization**
   - 5 Calendar Days

2. **Phase 1 Milestone 1 – Phase 1 Demolition NTP**

3. **Phase 1 Milestone 2 – Dania Boat Sale Demo**
   - Liquidated Damages: $5,000.00/Day
   - 19 Calendar Days

4. **Phase 1 Milestone 3 – Demo North Garage Structure**
   - 13 Calendar Days

5. **Phase 1 Milestone 4 – Demo Garage Structure**
   - Liquidated Damages: $5,000.00/Day
   - 30 Calendar Days

6. **Phase 1 Milestone 5 – Demo Garage Foundation**
   - 28 Calendar Days

7. **Phase 2 Milestone 1 – Phase 2 Demolition NTP**

8. **Phase 2 Milestone 2 – Demo Hotel Structure**
   - Liquidated Damages: $5,000.00/Day
   - 98 Calendar Days

9. **Phase 2 Milestone 3 – Demo Boat Sales site**
   - 30 Calendar Days

10. **Phase 2 Milestone 4 – Substantial Completion**
    - Liquidated Damages: $5,000.00/Day
    - 31 Calendar Days

11. **Phase 2 Milestone 5 – Final Completion**
    - Liquidated Damages: $5,000.00/Day
    - 31 Calendar Days

E. Note that due to FAA Flyover, no work will be permitted to occur on site from 06/12/2014 to 06/16/2014, or as otherwise directed by BCAD. Up to four (4) days of no work time shall be anticipated and is already built into the schedule.

F. Refer to the Phasing Drawings (G.05.00, G.05.01, G.05.02 and G.05.03) in the Contract Documents for definition of the Work within each phase.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION 02412**
## Electronic Bid Pricing Sheet(s)

**Bid No.: Z1164107C1**  
Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)  
**Using Agency:** Aviation Department  
**Purchasing Agent:** Michael Durden, PA III  
www.broward.org/purchasing

---

**Note:** Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

### Name of Bidder:
**THE BG GROUP LLC**

### Address of Bidder:
1140 HOLLAND DRIVE #19  
BOCA RATON, FL 33487

### Item No. | Spec. No. | Item Description | Unit of Measure | Est. Quantity | Unit Price | Total Price
--- | --- | --- | --- | --- | --- | ---

#### Group 1

1. **G-100-4.1** | PERFORMANCE AND PAYMENT BONDS | LS | 1 | $25,000.00 | $25,000.00
2. **G-100-4.2** | MOBILIZATION AND INSURANCE | LS | 1 | $8,000.00 | $8,000.00

- The Performance and Payment Guaranty (Pay Item G-100-4.1) and Mobilization & Insurance (Pay Item G-100-4.2) prices bid are not to exceed 3% of the total amount bid. The 3% ceiling for pay items G-100-4.1 and G-100-4.2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the County will pay for these items. Any amount in excess of 3% for pay items G-100-4.1 and G-100-4.2 shall be moved into Pay Item G-100-4.3

3. **G-100-4.3** | EXCESS MOBILIZATION AND INSURANCE & BONDS | LS | 1 | $0.00 | $0.00
4. **G-100-4.4** | 557 ROCK FOR HAUL ROAD | TN | 260 | $28.68 | $7,170.00
5. **G-101-4.1** | MAINTENANCE OF TRAFFIC | LS | 1 | $2,750.00 | $2,750.00

#### Group 1 Sub-Total $42,920.00

#### Group 2

6. **G-103-4.1** | PERMITTING ALLOWANCE ACCOUNT | ALL | 1 | $35,000.00 | $35,000.00
7. **G-103-4.2** | INTERSECTION MAINTENANCE OF TRAFFIC BY OFF-DUTY BSO OFFICERS | ALL | 1 | $100,000.00 | $100,000.00
8. **G-103-4.3** | HAZARDOUS MATERIAL ABATEMENT AND DISPOSAL | ALL | 1 | $100,000.00 | $100,000.00

#### Group 2 Sub-Total $235,000.00

#### Group 3

9. **F-162-1** | PERMANENT AND TEMPORARY FENCING | LS | 1 | $25,295.00 | $25,295.00
10. **P-156-5.1** | EROSION AND POLLUTION CONTROL | LS | 1 | $10,390.00 | $10,390.00
11. **P-159-4.1** | CONTAMINATED SOIL DISPOSAL | CY | 275 | $56.24 | $15,191.00
12. **T-904-5.1** | SODDING | SY | 54,566 | $1.44 | $78,575.04
13. **T-905-5.1** | TOPSOILING | CY | 3,032 | $12.79 | $38,779.28
14. **U-102-5.1** | REMOVAL, ABANDONMENT AND DISPOSAL OF EXISTING UTILITIES | LS | 1 | $18,750.00 | $18,750.00
15. **02410-5.1** | HILTON HOTEL DEMO - ALL STRUCTURAL COMPONENTS | LS | 1 | $863,455.00 | $863,455.00
16. **02410-5.2** | HILTON HOTEL DEMO - ALL ELECTRICAL COMPONENTS | LS | 1 | $0.00 | $0.00
17. **02410-5.3** | HILTON HOTEL DEMO - ALL MECHANICAL COMPONENTS | LS | 1 | $0.00 | $0.00
18. **02410-5.4** | HILTON HOTEL DEMO - ALL PLUMBING COMPONENTS | LS | 1 | $0.00 | $0.00
19. **02410-5.5a** | REMOVE & DISPOSE EXISTING TREES (2" thru 6" dia.) | EA | 41 | $315.00 | $12,915.00
20. **02410-5.5b** | REMOVE & DISPOSE EXISTING TREES (greater than 6" thru 14" dia.) | EA | 187 | $315.00 | $62,055.00
21. **02410-5.5c** | REMOVE & DISPOSE EXISTING TREES (greater than 14" dia.) | EA | 60 | $315.00 | $18,900.00
22. **02410-5.5d** | RELOCATE EXISTING TREES - PALMS TO WITHIN BROWARD COUNTY LIMITS (under 8" dia.) | EA | 34 | $1,358.00 | $46,172.00

---

Page 1 of 2  
Revised xxxxx (if applicable)
Electronic Bid Pricing Sheet(s)

Bid No.: Z1164107C1
Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
Using Agency: Aviation Department
Purchasing Agent: Michal Durden, PA III

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spec. No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>02410-5.5e</td>
<td>RELOCATE EXISTING TREES - PALMS TO WITHIN BROWARD COUNTY LIMITS (8&quot; dia. and greater)</td>
<td>EA</td>
<td>43</td>
<td>$1,825.00</td>
<td>$78,475.00</td>
</tr>
<tr>
<td>24</td>
<td>02410-5.5f</td>
<td>RELOCATE EXISTING TREES TO WITHIN BROWARD COUNTY LIMITS (under 8&quot; dia.)</td>
<td>EA</td>
<td>4</td>
<td>$2,485.00</td>
<td>$9,940.00</td>
</tr>
<tr>
<td>25</td>
<td>02410-5.5g</td>
<td>RELOCATE EXISTING TREES TO WITHIN BROWARD COUNTY LIMITS (8&quot; dia. and greater)</td>
<td>EA</td>
<td>4</td>
<td>$2,760.00</td>
<td>$11,040.00</td>
</tr>
<tr>
<td>26</td>
<td>02410-5.5h</td>
<td>TRIM CANOPY OF EXISTING TREES TO REMAIN</td>
<td>EA</td>
<td>50</td>
<td>$275.00</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>27</td>
<td>02410-5.6</td>
<td>NAUTICAL VENTURES DEMO - ALL STRUCTURAL COMPONENTS</td>
<td>LS</td>
<td>1</td>
<td>$11,970.00</td>
<td>$11,970.00</td>
</tr>
<tr>
<td>28</td>
<td>02410-5.7</td>
<td>NAUTICAL VENTURES DEMO - ALL ELECTRICAL COMPONENTS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>29</td>
<td>02410-5.8</td>
<td>NAUTICAL VENTURES DEMO - ALL MECHANICAL COMPONENTS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>30</td>
<td>02410-5.9</td>
<td>NAUTICAL VENTURES DEMO - ALL PLUMBING COMPONENTS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>31</td>
<td>02410-5.10</td>
<td>NAUTICAL VENTURES DEMO - ALL LANDSCAPING COMPONENTS</td>
<td>LS</td>
<td>1</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>32</td>
<td>02410-5.11</td>
<td>BACKFILL AND COMPACTION OF BUILDING FOOTPRINT AFTER FOUNDATION REMOVAL</td>
<td>CY</td>
<td>74,000</td>
<td>$9.90</td>
<td>$732,600.00</td>
</tr>
</tbody>
</table>

Group 3 Sub-Total $2,046,252.32

Total Bid Price $2,326,172.32

Abbreviations:
ALL = Allowance  EA = Each  CY = Cubic Yard  LF = Linear Foot  LS = Lump Sum  SY = Square Yard  TN = Ton

DATE PREPARED: 9/17/2013
PREPARED BY (NAME OF PREPARER): IVY FRADIN
NAME OF COMPANY: THE BG GROUP LLC
AUTHORIZED SIGNATURE: By signing this bid pricing sheet, your firm is agreeing to the terms and conditions of this bid.
Bid Bond

CONTRACTOR:
(Name, legal status and address)
THE BG GROUP, LLC
1140 Holland Drive, #19
Boca Raton, FL 33432

SURETY:
(Name, legal status and principal place of business)
INTERNATIONAL FIDELITY INSURANCE COMPANY
One Newark Center
Newark, NJ 07102

OWNER:
(Name, legal status and address)
BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA
115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Demolition of Hilton Hotel and Nautical Ventures (t/a Dania Boat Sales)
Project Number, if any: Z1164107C1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The party furnishing the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of September, 2013

(Witness)
Camille

(Witness) Camille Cruz

THE BG GROUP, LLC
Managing Member
PRINCIPAL

INTERNATIONAL FIDELITY INSURANCE COMPANY
SURETY
CLAUDETTE A. HEINTZ
ATTORNEY IN FACT

Claudette Alexander Hunt, Attorney In Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER; 20TH FLOOR NEWARK, NEW JERSEY. 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CLAUDETTE ALEXANDER, JOSEPH M. PIETRANGELO

aforesaid by them their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings and obligations in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instruments, in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 16th day of August, 2000:

RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact of agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and after the Corporation’s seal thereeto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments ofJoint-control custodians; agents for acceptance of process; and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereof or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of September, 2013.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of September, 2013.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of September, 2013.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of September, 2013.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of September, 2013.
SECTION 3: INSTRUCTIONS TO BIDDERS SUPPLEMENT

Bidder Qualifications. Bidder must have performed satisfactory work on a minimum of three (3) demolition projects for similar sized facilities (minimum 3 stories) within the last seven (7) years. Please provide the following for a minimum of three (3) projects; additional pages may be added.

Project 1

<table>
<thead>
<tr>
<th>Project Name</th>
<th>The Modern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>West Palm Beach, FL</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>Demolition &amp; Abatement of 30 story structure</td>
</tr>
<tr>
<td>Square Footage</td>
<td></td>
</tr>
<tr>
<td>List Time Constraints</td>
<td></td>
</tr>
<tr>
<td>Was Project Completed On Time?</td>
<td>Y □ N</td>
</tr>
<tr>
<td>Contact Information</td>
<td>Trident Project Advantage Group</td>
</tr>
<tr>
<td>Name</td>
<td>Gino Baroni</td>
</tr>
<tr>
<td>Title</td>
<td>Owner &amp; Managing Principal</td>
</tr>
<tr>
<td>Cell Phone</td>
<td></td>
</tr>
<tr>
<td>Office Phone</td>
<td>603-898-6110</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:GBARONI@TRIDENTGRP.COM">GBARONI@TRIDENTGRP.COM</a></td>
</tr>
<tr>
<td>Qualifications/Certifications of Company Principals &amp; Project Managers:</td>
<td>SMCE, M.I.T</td>
</tr>
<tr>
<td>Qualifications</td>
<td></td>
</tr>
<tr>
<td>Certifications (attach copy)</td>
<td></td>
</tr>
</tbody>
</table>

Project 2

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Westview Terrace</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Opelocka, FL</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>Demolition &amp; Abatement of 30-Three &amp; four story structures</td>
</tr>
<tr>
<td>Square Footage</td>
<td></td>
</tr>
<tr>
<td>List Time Constraints</td>
<td></td>
</tr>
<tr>
<td>Was Project Completed On Time?</td>
<td>Y □ N</td>
</tr>
<tr>
<td>Contact Information</td>
<td>PHG Builders</td>
</tr>
<tr>
<td>Name</td>
<td>Felix Beauremon</td>
</tr>
<tr>
<td>Title</td>
<td>VP Construction</td>
</tr>
<tr>
<td>Cell Phone</td>
<td></td>
</tr>
<tr>
<td>-Office Phone</td>
<td>305. 854. 7100</td>
</tr>
<tr>
<td>-Email</td>
<td><a href="mailto:fbraverman@pinnaclehousing.com">fbraverman@pinnaclehousing.com</a></td>
</tr>
</tbody>
</table>

Qualifications/Certifications of Company Principals & Project Managers:
- Qualifications
- Certifications (attach copy)

---

**Project 3**

| Project Name: | Icon Brickell (P/K/A Miami Sheraton Hotel) |
| Location:     | Miami FL |
| Scope of Work:| Demolition of 17 story hotel on Brickell Avenue |
| Square Footage:|  |
| List Time Constraints: |  |

Was Project Completed On Time?  
- [ ] Yes  
- [x] No  

Contact Information:
- Name: Bill Thompson  
- Title  
- Cell Phone: 305. 796. 5916  
- Office Phone  
- Email: w.thompson@rwmiiami.com or BT@vtpartners.net (legal email is preferable)

Qualifications/Certifications of Company Principals & Project Managers:
- Qualifications
- Certifications (attach copy)
To Whom It May Concern

Subject: Reference Letter

Name of Bidder:
The above referenced contractor is submitting on a bid solicitation that has been issued by the City of Miami. We require that the Bidder provide written references with their bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project:

Scope of work:

Value of Project:

Value of project: $109,790, Date Completed: FALL 2012

Percentage of physical construction work self-performed by Contractor: 100%

Was project completed on time & within budget: [ ] Yes [ ] No

If no, was the contractor at fault or contribute to the delay(s) or increased cost? [ ] Yes [ ] No

If yes, please provide details:

[ ] Very well done & had no issues even with the complexity of the work

Comments:

[ ] Everything went very smoothly even with the extra complication of having people leaving next door.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Felix Rivera Date: 8/12/13

Signature: Title: V.P. Construction

Telephone: 305-854-7100 E-mail: foreverm@yahoo.com

Sincerely,

Marty Spaniol, P.E. Director
Capital Improvements Program

Coconut Grove Convention Center Demolition 59

ITB No: 1243-060
City of Miami

JOHNNY MARTINEZ, P.E.
City Manager

To Whom it May Concern

Subject: Reference Letter

Name of Bidder:
The above referenced contractor is submitting on a bid solicitation that has been issued by the City of Miami. We require that the Bidder provide written references with their bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Project:
Westview Apartments, Opa-locka, FL

Scope of work: Complete demolition & Abatement of 16-3 story & 1 story Structure

Value of Project: $4.41 Million Date Completed: June 2011

Percentage of physical construction work self performed by Contractor: 100%

Was project completed on time & within budget: Yes No

If no, was the contractor at fault or contribute to the delay(s) or increased cost? Yes No

If yes, please provide details:

Everything was done on time & few change orders

Comments:
- Had excellent communications with B.G. Group throughout the weeks
- On track demolition had no backslip at all

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Individual completing this form: Felix Bravenman Date: 8/12/13

Signature: Title: V.P. Construction

Telephone: E-mail: fbravenman@pinnaclehousing.com

Sincerely,

Mark Spaniol, P.E. Director
Capital Improvements Program

Coconut Grove Convention Center Demolition

ITB No.: 1243-060
To Whom It May Concern

Subject: Reference Letter

Name of Contractor:

The above referenced contractor is submitting a bid solicitation that has been issued by the City of Miami. We require that the Bidder provide written references with their bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Oak Ridge, Tarpon Springs, FL

Scope of work: Demolition and abatement of multiple structures

Value of project: $106,470 Date Completed: Fall 2010

Percentage of physical construction work self-performed by Contractor: 100%

Was project completed on time & within budget: Yes

If no, was the contractor at fault or contribute to the delay(s) or increased cost? Yes

If yes, please provide details:

comments:

I awarded this contract to the BC Group because having a positive prior experience working with them, I needed someone that I trusted due to this job being outside the City of Miami.

Had no issues, no change orders, etc.

everything went very smoothly

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Felix Braverman Date: 01/12/13

Signature: [Signature] Title: V.P. Construction

Telephone: 305-854-7100 E-mail: fbraverman@bc relocating.com

Sincerely,

Mark Spaniol, P.E., Director
Capital Improvements Program

Coconut Grove Convention Center Demolition 99

PTB No: 1243-030
December 8, 2010

Ms. Ivy Fradin
The BG Group LLC
1140 Holland Drive #19
Boca Raton, FL 33487

RE: 1515 South Flagler Drive
W Palm Beach, Florida

Dear Ivy:

This letter is in recognition of you and the entire BG Group project team on the abatement and demolition engagement at The Modern, 1515 South Flagler Drive in West Palm Beach, Florida wherein Trident was the Owner's Project Management firm. Your crew's performance was organized, timely and efficient on a very unique demolition/implosion project in the local area.

The BG Group's ability to execute while under the watchful eye of the DEP and the detail-oriented and observant City of West Palm Beach officials was an important part of the overall project's success in gaining final approval of the project's discretionary permits. The demolition by implosion of a 30-story tower is a challenge in any instance, but particularly when it is less than 100 feet from its neighbors to the north, south and west, and S Flagler Drive and the inter-coastal waterway on the east of the site. Moreover, the efforts required to satisfy the City’s developing requirements for this first-time "implosion" were demanding. As part of the Owner assembled project team, you provided essential data and attended the many public hearings to present same. Your team undertook the process—from abatement to interior stripping to actual implosion and final sitework—in a professional manner.

We especially appreciated your willingness to attend numerous city commission meetings and other meetings with city officials and the public to answer questions and to prepare them for the unusual and high profile events of an implosion. Your coordination efforts with Fire, Police, Coast Guard, the neighboring associations and others were appreciated. We also recognize your team on reaching out for the Owner's approval to distribute to local charities as the BG Group salvaged the numerous, and sometimes "like new," appliances that remained in the building. Additionally, your other recycling efforts for the metal and concrete demolition by-products were in keeping with good sustainable and green building concepts.

We would be happy to consider The BG Group again if the opportunity presents itself, and welcome you to use us as a reference.

Sincerely,

Gino J. Baroni, SMCE M.I.T.
Owner and Managing Principal
April 11, 2006

Mr. Richard Berg, President  
The BG Group, LLC  
1140 Holland Drive #19  
Boca Raton, FL 33487

Dear Mr. Berg,

We would like to thank your Firm, The BG Group, on a job well done with respect to the Implosion of the former Sheraton Biscayne Bay Hotel at 495 Brickell Avenue in Miami. The BG Group delivered the project within our schedule parameters and budget. BG Group’s staff was courteous, responsive and knowledgeable of their job duties / responsibilities. It makes our job easier when our contractors perform in as admirable a manner as you did on this assignment.

Again, we commend you on successfully handling this demolition assignment and look forward to working with you again on future projects.

Sincerely,

Charlie Carreno  
Project Manager

Cc: Steve Schafner
December 15, 2005

Mr. Richard Berg  
The BG Group, LLC  
3851 NW 65th Drive  
Boca Raton, Florida 33496

Dear Richard,

More often than not, when I write a letter to a subcontractor it is to complain about their performance or quality on a specific project. This letter is an exception. This is the type of letter I enjoy writing.

The demolition of the old Lauderdale Beach Hotel was a challenge due the logistics of the building and the need to preserve the east, north and south facades while removing the interiors and almost all of the existing decks. The performance of The BG Group was exemplary with regard to schedule and the expertise with which the demolition was accomplished.

When we awarded BG the demolition of the Sheridan Hotel on Brickell Avenue we felt confident that we had the right company for the job. Well, you exceeded our expectations. The preparation and implosion of the building went like clockwork, not only impressing JMA but also the entire executive management team from the Related Group of Florida. Related’s CEO, Jorge Perez, had a great time doing the count down with you on the radio and when the implosion started and the building went down he turned to me and said, “awesome”.

We look forward to working with you and the BG Group in the future.

Sincerely,

JOHN MORIARTY & ASSOCIATES
of FLORIDA, INC.

[Signature]

James A. Palermo  
Senior Vice President / General Manager

PRECONSTRUCTION CONSULTING  I  GENERAL CONSTRUCTION  I  CONSTRUCTION MANAGEMENT
APPENDIX 1 — Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE SOLICITATION NNK0930830R
DEMOILITION OF THE FIXED SERVICE STRUCTURE (FSS)/
ROTATING SERVICE STRUCTURE (RSS) AT LAUNCH COMPLEX 39B,
KENNEDY SPACE CENTER

NASA Kennedy Space Center’s solicitation for the Demolition of the Fixed Services Structure (FSS)/Rotating Service Structure (RSS) at Launch Complex 39B, requires offerors to provide this Past Performance Questionnaire to current and past customers to complete and return to NASA. Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via e-mail, to arrive not later than by Wednesday 10/14/2009 at 4:00PM LOCAL TIME. NASA will not accept completed questionnaires from offerors.

Completed questionnaires should be sent to:
NASA, John F. Kennedy Space Center
Attn: Richard M. Johanboeke
E-mail: richard.m.johanboeke@nasa.gov

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR

Name of Contractor Being Evaluated: The BG Group LLC
Name of Project and Contract/Order Number: Icon Brickell
Period of Contract Performance (dates): Fall 05-Res 06
Place of Contract Performance: Miami, FL
Contract Value at Award: $1.6 million
Contract Value at Completion or Current Contract Amount: $1.6 million
Contract Status (Prime or Subcontract?): Prime/Sub — box
Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:
The Related Group Bill Thompson 505-746-5956
445 Brickell Ave Miami, FL 33131

SECTION II. THIS SECTION TO BE COMPLETED BY THE RATER

(THIS QUESTIONNAIRE—WHEN COMPLETED, SHALL NOT BE DISCLOSED TO ANYONE OUTSIDE THE GOVERNMENT)

Name of Contractor Being Evaluated: The BG Group
Name of Project and Contract/Order Number: Icon Brickell—Shafton Hotel
Period of Contract Performance (dates): Fall 05-Res 06
Place of Contract Performance: Miami, FL

Solicitation NNK0930830R
Demolition of the Fixed Service Structure (FSS) and Rotating Service Structure (RSS), Launch Complex 39B at the
John F. Kennedy Space Center, Florida.
APPENDIX 1 – Past Performance Questionnaire

Contract Value at Award: $1.6 million
Contract Value at Completion or Current Contract Amount: $1.6 million
Contractor's Status (Prime or Subcontractor?): Prime

Dates of Rater's Involvement in Program/Contract:

Brief Description of Work Performed: Demolition of Service Building

Point of Contact: Name/Address/Office Phone Number/E-Mail Address:
Bill Thomason: 125 SW 7th St., Merritt, FL 32959
305-791-3026
bill@vtpartners.com

PLEASE RATE THE FOLLOWING:

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. UNSATISFACTORY: Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).

2. MARGINAL: Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).

3. SATISFACTORY: Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).

4. VERY GOOD: Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government’s expectations. The contractual performance reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
APPENDIX 1 - Past Performance Questionnaire

5. EXCEPTIONAL: Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government’s expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

N/A: Not applicable or rater has not observed performance in this area.

Administration, Safety & Performance will be rated as follows:

ADMINISTRATION

1. The contractor’s ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>NA</th>
</tr>
</thead>
</table>

2. The contractor’s compliance with Davis-Bacon Act and other labor requirements and resolution of reported violations/discrepancies.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>NA</th>
</tr>
</thead>
</table>

3. The contractor’s compliance with contract subcontracting plan goals for small disadvantaged business concerns (see FAR 19.7), monetary targets for SDB participation (see FAR 10.1202), and notifications submitted under FAR 10.1202-4(b) (Applicable only to offerors who are large businesses).

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>NA</th>
</tr>
</thead>
</table>

4. Has the contractor’s performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes

5. Would you select this contractor again? (Please circle Yes or No)

Yes

Comments: Very professional group

SAFETY

6. Maintaining a safety and health program with visible management control and involvement.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>NA</th>
</tr>
</thead>
</table>

7. Maintaining a safety program ensuring subcontractors’ safety performances was consistent with the prime contractor’s safety program.

Gol81tation NNC0630038ER
Demolition of the Fixed Service Structure (FSS) and Rotating Service Structure (RSS), Launch Complex 39B at the John F. Kennedy Space Center, Florida.
Page 324 of 337
APPENDIX 1 - Past Performance Questionnaire

1. 2  3  4  5  NA

8. Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program.

1  2  3  4  5  NA

9. Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

1  2  3  4  5  NA

10. Ability to understand and comply with safety requirements.

1  2  3  4  5  NA

11. Maintaining a safety program that ensured the customer's critical resources were adequately protected with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

1  2  3  4  5  NA

12. Ability to resolve safety discrepancies in a timely and effective manner and the ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner.

1  2  3  4  5  NA

Comments:

PERFORMANCE

13. The effectiveness of the contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); vehicles; equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete demolition work in a safe and timely manner.

1  2  3  4  5  NA

14. The contractor's ability to provide immediate and effective contractor management attention at the job site for resolution of contract problems

1  2  3  4  5  NA

15. The contractor's ability to perform and manage demolition of specialty structures and/or industrial-type steel demolition projects in close proximity to systems and structures required to remain undisturbed and undamaged

1  2  3  4  5  NA

Page 325 of 337
L.21

APPENDIX 1 - Past Performance Questionnaire

16. The contractor's ability to develop and work to detailed non-explosive demolition/dismantling plans and debris removal in accordance with the schedule of work

| 1 | 2 | 3 | 4 | 5 | NA |

Comments:

END
The General Contractor

Named below is certified

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

GREENBERG, STEVEN
THE BG GROUP LLC
1140 HOLLAND DRIVE
BOCA RATON
FL 33487

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

This document is valid only when receipted by the Tax Collector’s Office.

State of Florida
Palm Beach County
2013/2014 Local Business Tax Receipt

BG GROUP LLC
1140 HOLLAND DR
BOCA RATON, FL 33487-2764

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

This is not a bill.

Any changes in the business, suite, and/or a new, avoid-pension and-null and-void penalty fee.

Classified: CONTRACTOR-BUSINESS/QUALIFIED
The BG Group LLC

Is certified under the provisions of 287 and 295.187, Florida Statutes for a period from:

09/10/2013 to 09/10/2015

John P Miles, Secretary
October 5, 2011

Ivy Fradin
The BG Group LLC
1140 Holland Drive, Ste#19
Boca Raton, FL 33487

Dear Ms. Fradin:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for certification and is pleased to announce that your firm has been recertified for 90976 Construction Site Work; 91223 Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, Etc.); 91240 Demolition Services as a Small Business Enterprise (SBE) for three (3) years, expiring on October 4, 2014. We are now using NIGP coding that is specific to the scope of work prescribed. You will not receive SBE consideration if you bid in another area.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm’s services changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company’s certification is subject to periodic review to verify your continued eligibility. Any changes to your business must be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to maintain your firm in accordance with SBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of The BG Group LLC with vendor code BGGR0001.

Sincerely,

Pamela A. P. Hart
Small Business Specialist
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Bateman Gordon and Sands
3050 North Federal Hwy
Lighthouse Point FL 33064

CONTACT
NAME: [REMOVED]
PHONE: [REMOVED]
FAX: [REMOVED]
EMAIL: [REMOVED]

INSURED
The BG Group, LLC
1140 Holland Drive; Suite #19
Boca Raton FL 33487

INSURER(S) AFFORDING COVERAGE
NAM E
INSURER A: American Safety Indemnity Company
INSURER B: Bridgefield Employers Ins. Co./Summ
INSURER C: Prog. Express Ultra/Progressive Casu

COVERAGES
CERTIFICATE NUMBER: 1547919871
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDR/BRN (INSR WW)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>ENV0273151203</td>
<td>1/10/2012</td>
<td>1/10/2013</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE X OCCUR</td>
<td></td>
<td>TAXABLE TO INJURY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X CXCU/Contractual</td>
<td></td>
<td>$50,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Broad Form PD</td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEM/AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY</td>
<td>X PROD</td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td></td>
<td>PRODUCTS - COMPOP AGG</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| C        | AUTOMOBILE LIABILITY | | 0220266180 | 5/12/2013 | 5/12/2014 | COMBINED SINGLE LIMIT |
|          | ANY AUTO | | $1,000,000 |
|          | ALL OWNED AUTOS X SCHEDULED AUTOS | | BODILY INJURY (Per person) | $ |
|          | X HIRED AUTOS X NON-OWNED AUTOS | | BODILY INJURY (Per accident) | $ |
|          | X PROPERTY DAMAGE | | PROPERTY DAMAGE | $ |

| A        | UMBRELLA LIABILITY | | ENU0273461203 | 11/10/2012 | 11/10/2013 | EACH OCCURRENCE |
|          | OCCUR | | $5,000,000 |
|          | CLAIMS-MADE | | AGGREGATE | $5,000,000 |
|          | X RETENTION $10,000 | | $ |

| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 0632469363 | 11/10/2012 | 11/10/2013 | X |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | E.L. EACH OCCIDENT | $1,000,000 |
|          | (Mandatory in NH) | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

| A        | POLLUTION LIABILITY | | ENV0273151203 | 11/10/2012 | 11/10/2013 | $1,000,000 |
|          | LIABILITY | | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Biltmore Construction
1055 Ponce de Leon Blvd.
Belleair FL 33756

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
required by this Section within fifteen (15) calendar days of a written request by COUNTY.

1.10. 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 and/or restriction.

1.11. CONTRACTOR shall furnish to the COUNTY Certificate(s) of Insurance and endorsements or other evidence of insurance coverage such as: Declarations pages, or policies, required within fifteen (15) calendar days after notification of award. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is required by this Contract. The failure to provide the Certificate(s) of Insurance within time specified shall be the basis for the rescission of the contract award.

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

1.13. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise any insurance requirements at the time, not limited to deductibles, limits, coverage 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.
The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

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

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

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

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

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.
The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm has the bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details:

None

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

#1 - 9/16/13

Attached is [check section that applies] a Bid Bond(✓), Cash( ), Money Order( ), Unconditional Letter of Credit( ), Treasurer's Check( ), Bank Draft( ), Cashier's Check( ), or Certified Check( ) for the sum of

One hundred sixteen thousand three hundred nine dollars ($116,309.51)

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

Name of Bidder: The BG Group, LLC
City/State/Zip: 1140 Holland Dr #19 Boca Raton FL 33431
Telephone/Fax No.: 561 998 7997/ 561 998 8815
Email Address: ivy@thebggroup.net
Federal I.D. No.: 81 059 3322 Dun and Bradstreet No.: N/A
If a partnership, names and addresses of partners:

Ivy Fradin

Steve Greenberg

Managing Members of LLC

1-24-2013
Bid No. Z1164107C1

(Sign below if not incorporated)

WITNESSES:


(Sign below if incorporated)

ATTEST:

STEVNE GREENBERG
Secretary

THE BG GROUP LLC
(Type or Print Name of Corporation)

(Ivy FRADIN)
Managing Member

Type or Print Name of Bidder

Type or Print Name Signed Above

Type or Print Name Signed Above

Incorporated under the laws of the State of FL

1-24-2013
FORM 2: SCHEDULE OF PRICES BID

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

Basis of Award is on Groups 1, 2, and 3 Total Bid Price.

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification Form with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx. Respond to this bid by inputting the company's information and unit pricing into the formatted Excel spreadsheet. Only the highlighted cells will be available for entering information.

2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a read-only format. Do not password protect the file and do not save it as a PDF. Label the front of the disk with the bidder's name and bid number.

3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.

4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder's complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).

5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.

6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If hand-written bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.

7. (Agent to remove if not applicable) **Bidder must be a plan holder (by purchase of the project manual) in order to be deemed a responsive bidder.**

8. It is the Bidder's responsibility to monitor the Purchasing Division's website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.

9. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening date.

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

The BG Group
1140 Holland Drive, Suite 19
Boca Raton FL 33487

Print Name of Bidder: ________________________________

1-24-2013
### Bid No. Z1164107C1

**FORM 3A: LETTER OF INTENT - DBE**

**BRIDGARD COUNTY**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each DBE/ACDBE firm)

| Solicitation Number: Z1164107C1 | Project Title: Demolition of Hilton hotel & nautical ventures |

**Bidder/Offeror Name:** The BG Group LLC

**Address:** 1140 Holland Dr #19, Boca Raton, FL, Zip: 33432

**Authorized Representative:** Ivy Gradin

**Phone:** 561-998-7997

**DBE/ACDBE Subcontractor/Supplier Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone:**

**Check one:**

- [ ] DBE
- [ ] ACDBE

**Authorized Representative:**

---

**A.** This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.

**B.** By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.

**C.** By signing below, the above-named DBE/ACDBE is committing to perform the work described below.

**D.** By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

#### Work to be performed by DBE or ACDBE Firm

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS*</th>
<th>DBE/ACDBE Contract Amount**</th>
<th>DBE/ACDBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNS</td>
<td></td>
<td>to be determined</td>
<td></td>
</tr>
</tbody>
</table>

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

**Bidder/Offeror Authorized Representative:**

**DBE/ACDBE Subcontractor/Supplier Authorized Representative:**

---

*To search, visit census.gov, select "BUSINESS" and click NAICS. Match type of work with NAICS code as closely as possible.

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

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

**DBE ACDBE Letter of Intent - Rev: August 2013**
FORM 3A: LETTER OF INTENT - DBE

BR. WARD

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFER AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/ SUPPLIER

<table>
<thead>
<tr>
<th>Solicitation Number: Z1164107C1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offer Name: THE BC GROUP, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1440 Knutson Drive, Suite E</td>
</tr>
<tr>
<td>Authorized Representative: FRANK M. GELS</td>
</tr>
<tr>
<td>Phone: 501-789-7898</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE/ACDBE Subcontractor/Supplier Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check one:</td>
</tr>
<tr>
<td>DBE</td>
</tr>
<tr>
<td>Authorized Representative:</td>
</tr>
</tbody>
</table>

This is a letter of intent between the bidder/offer on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting for this project consistent with Title 36 CFR Part 12 or 21, as applicable.

By signing below, the bidder/offer is committing to utilize the above-named DBE/ACDBE to perform the work described below.

By signing below, the above-named DBE/ACDBE is committing to perform the work described below.

By signing below, the bidder/offer and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for such work.

Work to be performed by DBE or ACDBE Firm

<table>
<thead>
<tr>
<th>NAICS</th>
<th>DBE ACDBE Limiting Amount</th>
<th>DBE ACDBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIC S</td>
<td>to be determined</td>
<td></td>
</tr>
</tbody>
</table>

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

Bidder/Offer Authorized Representative: 

DBE/ACDBE Subcontractor/Supplier Authorized Representative: 

1-24-2013 Page 26 of 56
**FORM 3B: LETTER OF INTENT - NON-DBE SMALL BUSINESS ENTITY**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER / OFFEROR AND SMALL BUSINESS ENTITY** *(Title 13 CFR Part 121)*

---

**BIDDER/OFFEROR INFORMATION**

- **Project Title**: Translocation of Juton hotel & nautical ventures
- **Address**: 140 Holland Dr., Boca Raton, FL, 33487
- **Authorized Representative**: STEVE NESPOLI, 954-978-1250

---

**SMALL BUSINESS ENTITY INFORMATION**

- **Name**: TROPIC FENCE INC.
- **Address**: 1864 NW 21 STREET, Pompano Beach, FL, 33069
- **Authorized Representative**: STEVE NESPOLI, 954-978-1250

---

**Work to be Performed by Small Business**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS**</th>
<th>Small Business Contract Amount</th>
<th>Small Business Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>FENCE AND GATES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**AFFIRMATION**

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

**Small Business Authorized Representative**

**Steve Nespoli**, VICE PRESIDENT, 9/17/2013

**BIDDER/OFFEROR Authorized Representative**

**Manager Name**, 9/1/13

---

**NOTE**

- **To search, visit page 24 and select “BUSINESS” and click NAICS.** Match type of work with NAICS code as closely as possible.
- **To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in the bid offer.**
- **In the event the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

---

**OESBD Compliance Form Federal Small Business LOI 632613**

---

**Page 27 of 56**
FORM 3B: LETTER OF INTENT - NON-DBE SMALL BUSINESS ENTITY

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
LETTER OF INTENT
BETWEEN BIDDER / OFFEROR AND SMALL BUSINESS ENTITY (TITLE 13 CFR PART 121)
(Form to be completed and signed for each small business firm)

Solicitation Number: Z1164107C1
Bidder/Offeror Name: The BG Group LLC
Address: 1140 Holland DR # 19 City: Boca Raton State: FL Zip: 33487
Authorized Representative: Ivy Grabin Phone: 561 998 7997

The following Information applies to Non-DBE Certified Small Businesses*

Name: The BG Group LLC
Address: 1140 Holland DR # 19 City: Boca Raton State: FL Zip: 33487
Authorized Representative: Ivy Grabin Phone: 561 998 7997

A. This is a letter of intent between the above-named bidder/offeror and Small Business to perform subcontracting work on this project. To be eligible, small businesses must meet the federal definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations (Title 13 CFR Part 121). Certified DBE firms are considered small businesses under this program; but the DBE Letter of Intent form should be used for these firms.

B. By signing below, the bidder/offeror is committing to utilize the above-named Small Business to perform the work described below, and has verified that said firm is eligible to participate on this contract as a small business in accordance with Title 13 CFR Part 121.

C. By signing below, the above-named Small Business is committing to perform the work described below and attests that it is eligible to participate as a small business on this contract.

D. By signing below, the bidder/offeror and Small Business affirm that if the Small Business subcontracts any of the work described below, it may only subcontract that work to another Small Business if it wishes to receive credit under this program for said work.

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS**</th>
<th>Small Business Contract Amount</th>
<th>Small Business Percentage of Total Project value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>238910</td>
<td>$1.3 million</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

Small Business Authorized Representative
(Signature) ____________________________ (Title) Manager Member 9/11/0113 (Date)

Bidder/Offeror Authorized Representative
(Signature) ____________________________ (Title) Manager Member 9/11/0113 (Date)

** To search, visit census.gov, select "BUSINESS" and click NAICS. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in the bid offer.

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

OESBD Compliance Form Federal Small Business LOI 032613

1-24-2013
FORM 5: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY’S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

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

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

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>CGC 151135</td>
<td>10+</td>
</tr>
</tbody>
</table>

1.1. What business are you in? 

Demolition

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

See attached prequalifications sheets

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

No

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

None

PRINT NAME OF BIDDER: The BG Group

1140 Holland Drive, Suite 19
Boca Raton FL 33432

1-24-2013
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 Stiles Construction (Organization/Company) Aeroterm Building 891
																						
Ken Miggins (Contact Name) 301 E Las Olas Blvd (Project Name)	Fort Lauderdale Fl 33301 954.627.9150

3 - 70172 x 70173 $340,000 2012-2013

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 - 70172 x 70173</td>
<td>$340,000</td>
<td>2012-2013</td>
</tr>
</tbody>
</table>

Scope of Project:
Interior demolition of 120' tall aircraft hangars - rigging & demolition of overhead cranes

4.2 Decom Environmental (Organization/Company) Miami Airport Bldg 715 (Project Name)

Angel Magloboet (Contact Name) 2652 NW 31 Ave (Address)
Fort Lauderdale Fl 33311 954.933.8469 (Phone No.)

$125,000 2013

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>2652 NW 31 Ave</td>
<td>$125,000</td>
<td>2013</td>
</tr>
</tbody>
</table>

Scope of Project:
Demolition of 2 story post office with elevated concrete parking structure

4.3 Palm Beach County (Organization/Company) Annual demolition (Project Name) contract

John Tierney (Contact Name) 2633 Vista Parkway (Address)
West Palm Beach 33411 561.233.0252 (Phone No.)

$2,500,000 + 2004 - current

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>2633 Vista Parkway</td>
<td>$2,500,000 +</td>
<td>2004 - current</td>
</tr>
</tbody>
</table>

Scope of Project:
Annual demolition contract, successfully rebid twice after initial award

PRINT NAME OF BIDDER: The BG Group

1-24-2013
1140 Holland Drive, Suite 19
Boca Raton Fl 33487
General Information:

Name: The BG Group, LLC
Address: 1140 Holland Drive, Suite 19, Boca Raton, FL 33487
Tel: 561.998.7997
Fax: 561.998.8815
Managing Member: Steven Greenberg, cell 561.715.0013
Email: steve@thebggroup.net
Date Founded: January 28, 2003
Company Structure: LLC
License Number: CGC 1511135; QB 24967
FEIN: 81-0593332

Names, Birth Date and Addresses of Officers:

Steven Greenberg, 2/16/59 3640 NW 62 Street, Boca Raton, FL 33496
Ivy Fradin, 12/03/67 3640 NW 62 Street, Boca Raton, FL 33496

Minority owned? Yes, MWBE with State of Florida
Small business? Yes, SBE certified with Palm Beach County and SFWMD
LEEDS-experienced

Work Classification:

Scope of Work: Demolition, Environmental Remediation and Concrete Crushing
NAICS Codes: 238910, 213112, 532412, 562910
Areas in which licensed: Florida, all counties
Yrs Performing Work: 35+

Full Time Personnel: Over 40 fulltime people in organization, including:

- Steven Greenberg, 10 years demolition, 22 years construction exp.
- Ivy Fradin, 8 yrs demolition & recycling experience, 12 yrs investment banking
- Steven Teperman, 30 years demolition experience
- Austin Corbett, 12 years demolition/heavy eq. exp.
- Andrew Stull, 12 years demolition and construction experience

Banking Institution:

Bank: Wells Fargo
Contact: Kelly Thill, Vice President
Address: 980 North Federal Highway, Boca Raton, FL 33432
Phone: 561.393.3475
Fax: 561.393.9867

Bonding Institution:

Bonding Company: International Fidelity Insurance Company
Bonding Agent: AON Risk Services
Resident Agent: Michael Marino
Phone: 305.961.6075
Fax: 305.372.8087
THE BG GROUP, GENERAL PRE-QUALIFICATION INFORMATION

Insurance Institutions:

Insurance Agency: Bateman, Gordon & Sands
Address: 3050 North Federal Highway, Lighthouse Point, FL 33064
Contact: Ben Bryant, (954) 941-0900

- General Liability--$1 million/$2 million
- Auto--$1 million
- Umbrella--$5 million
- Pollution
- Workers Comp and Employer's Liability--$1 million/$1 million
  - Exp. Mod Rate: 2013: 1.08; 2012: 1.44; 2011: 1.44; 2010: 1.22;
    2009: 0.88; 2008: 0.80; 2007: 0.82; 2006: 0.86

OSHA Recordable Incidents:
- 2006-2013—no incidents

Safety Program:
- Our current safety program is documented in a manual that is produced by the National
  Association of Demolition Contractors and approved by OSHA.
- Monthly safety audits conducted for job sites
- Safety training for field supervisors: in-house training, safety videos, first aid courses,
  Safe2Work modules
- Safety training for field workers: Safe2Work modules, safety videos, weekly onsite safety
  meetings
- Random Drug Testing performed by WTC Backgrounds

References from material suppliers with whom we’ve worked on recent completed contracts:
- Al Hoffers' Pest Protection, Coral Springs FL; 561-487-2847
- Southern Waste Systems; Tony Badala; 561.202.2447
- H&E Equipment, FL; Nestor; 954-781-3099
- Supreme Petroleum; Rob; 954-818-4603
- Waste Management; Pompano Beach, FL; Steve Clark; 954-984-2066
<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Palm Beach Mall—West Palm Beach, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Fall 2012-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>EMJ Corporation</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Mike Peterson, 781.891.0101</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>demolition of 1.2 million sf of retail shopping center plus parking garage</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$1.9 million</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Miami Airport Building 715—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>April 2013-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Decon Environmental</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Angel Magobet, 954.933.8469</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>demolition of 2 story post office with elevated concrete parking structure</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Miami Herald—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>August 2013-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Resorts World</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Danny Dominguez, 786.256.6974</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>abatement and complete demolition of Miami Herald building</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$1,111,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Miami Heart Institute—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>August 2013-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Plaza Construction</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Bill Suarez, 786.514.0497</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>interior demolition of 3 full towers, ranging from 7-10 stories</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$934,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Rodeway Inn, Fort Lauderdale, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>September 2013-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Swerdlow Group</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Randy Foltz, 305.338.9638</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>abatement and demolition of 5 floor hotel and parking garage</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$211,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Suntrust—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>August 2013-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Facchina</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Maria Krivtsova, 305.341.4900</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>interior and exterior demolition of multi-floor structure</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$246,000</td>
</tr>
<tr>
<td>General Contractor</td>
<td>General Contractor Contact</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>BJ&amp;K Construction</td>
<td>Brad Runyon, Ian Hamer, Steve Woods</td>
</tr>
<tr>
<td>Stiles Construction</td>
<td>Ken Miggins</td>
</tr>
<tr>
<td>Butters Construction</td>
<td>Mark Butters, Peter Huntington</td>
</tr>
<tr>
<td>James A. Pirtle Construction</td>
<td>Denis Beran, Matt Mahoney</td>
</tr>
<tr>
<td>Arellano Construction</td>
<td>Orlando Gonzales</td>
</tr>
<tr>
<td>PHG Builders</td>
<td>Felix Braverman</td>
</tr>
</tbody>
</table>
THE BG GROUP, Municipal References

Project Name: Palm Beach County Project No. PBC 08395
Project Date: October 2004-present; annual contract
General Contractor: Palm Beach County
General Contractor Contact/Phone: John Tierney, 561.233.0252
Brief Description of Project: Annual Palm Beach County contract for all demolition within the county

Project Name: Multiple locations
Project Date: April 2006-current
General Contractor: City of Delray Beach
General Contractor Contact/Phone: Jeff Costello, 561.276.8840
Brief Description of Project: Demolition of various commercial and residential locations

Project Name: Miami City Wide Demolition—annual contract
Project Date: July 2006-current
General Contractor: City of Miami
General Contractor Contact/Phone: Mariano Fernandez, 305.416.1101 or Ray Benitez, 786.412.7849
Brief Description of Project: Annual demolition

Project Name: Palm Beach County Wastewater Treatment Plants
Project Date: April 2006-current
General Contractor: Palm Beach County
General Contractor Contact/Phone: Duane Palumbo, 561.493.6000
Brief Description of Project: Demolition of multiple wastewater treatment plants

Project Name: City of Fort Lauderdale—annual contract
Project Date: Fall 2010-present
General Contractor: City of Fort Lauderdale
General Contractor Contact/Phone: Lori Grossfeld, 954.828.4653
Brief Description of Project: Contract for multiple demolition projects

Project Name: Margate CRA
Project Date: December 2006
General Contractor: City of Margate
General Contractor Contact/Phone: Dennis Holste/Marsa Detscher, 954.935.5324
Brief Description of Project: Demolition of multiple buildings

Project Name: 211 Washington Avenue; Shotgun Houses—Homestead, FL
Project Date: Fall 2007; Summer 2008
General Contractor: City of Homestead
General Contractor Contact/Phone: Brian O'Connor, 305.224.4626
Brief Description of Project: Demolition of former supermarket; demolition of 48 houses

Project Name: Kennedy Homes
Project Date: Fall 2007
General Contractor: City of Gainesville
General Contractor Contact/Phone: Judy Raymond, 352.334.5026
Brief Description of Project: Total demolition and abatement of multiple residential apt ppties

Project Name: Five Ash Tank—Fort Lauderdale, FL
Project Date: Summer 2008
General Contractor: City of Fort Lauderdale
General Contractor Contact/Phone: Rick Johnson, 954.828.7865
Brief Description of Project: Demolition of 4 million gallon steel water storage tank
## THE BG GROUP, Additional References

<table>
<thead>
<tr>
<th>General Contractor:</th>
<th>John Moriarty &amp; Associates and The Related Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>John Leete, 954.920.8550</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Miami Sheraton Hotel, Miami FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>November 2005 – February 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Implosion of 17 story hotel on Brickell &amp; Miami River</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Las Olas Beach Club—Fort Lauderdale, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>September 2004-present</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Structural preservation/removal of hotel/motel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Days Inn—Sunny Isles, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>January 2005</td>
</tr>
<tr>
<td>Brief Description:</td>
<td>Total demolition of 3 story hotel in 4 weeks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>La Playa de Varadera I—Sunny Isles, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>February 2005</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Total demolition of 2 &amp; 3 story motels in 5 wks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Viradero II—Sunny Isles, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>May/June 2005</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of hotel and seawall</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Columbus-McAllister Hotels/ Flagler and Biscayne</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>April/May 2005</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of hotel and excavation of site</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Contractor:</th>
<th>Woolbright Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Scott Atkinson/Rafael Saldamando, 561.989.2240</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Scotty's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>April 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of former Scotty's hardware site</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Carter Square</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>September-December 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of former Don Carter's bowling alley</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Contractor:</th>
<th>Suffolk Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Steven Lucas, 561.832.1616</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Miami Beach High School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>June 2006-current</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demolition and total demolition, phased</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>JFK Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>June 2006-current</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demolition and total demolition, phased</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Crystal Lakes Elementary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Winter 2007</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of portables</td>
</tr>
<tr>
<td>General Contractor</td>
<td>Pinnacle Housing Group</td>
</tr>
<tr>
<td>----------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>General Contractor Contact/Phone</td>
<td>Felix Braverman, 305.854.7100</td>
</tr>
<tr>
<td>Project Name</td>
<td>Crystal Lakes Apartments</td>
</tr>
<tr>
<td>Project Date</td>
<td>October 2005 – March 2006</td>
</tr>
<tr>
<td>Brief Description of Project</td>
<td>Complete demo of 23 apartment buildings</td>
</tr>
</tbody>
</table>

| Project Name               | Friendship Tower |
| Project Date               | Summer 2007 |
| Brief Description of Project | Demolition |

| Project Name               | Former McArthur Dairy |
| Project Date               | Spring 2008 |
| Brief Description of Project | Demolition of multiple buildings |

| Project Name               | Ben Turner Estates |
| Project Date               | Spring 2009 |
| Brief Description of Project | Demolition of multiple buildings |

| Project Name               | Oakridge Estates |
| Project Date               | Fall 2011 |
| Brief Description of Project | Demolition of multiple buildings |

<table>
<thead>
<tr>
<th>General Contractor</th>
<th>Flagler Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone</td>
<td>JC Nieves, 305.520.2300</td>
</tr>
<tr>
<td>Project Name</td>
<td>Downtown Doral</td>
</tr>
<tr>
<td>Project Date</td>
<td>Spring 2007/Summer 2007</td>
</tr>
<tr>
<td>Brief Description of Project</td>
<td>Demolition of multiple buildings</td>
</tr>
</tbody>
</table>

| Project Name               | AMC Theater |
| Project Date               | Spring 2007 |
| Brief Description of Project | Demolition |

| Project Name               | Scranton and Springfield |
| Project Date               | Spring 2008 |
| Brief Description of Project | Demolition of multiple buildings |

<table>
<thead>
<tr>
<th>General Contractor</th>
<th>Simpson Environmental</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone</td>
<td>Casey Mattox, 352.583.2509</td>
</tr>
<tr>
<td>Project Name</td>
<td>Publix, Coral Springs</td>
</tr>
<tr>
<td>Project Date</td>
<td>Fall 2007</td>
</tr>
<tr>
<td>Brief Description of Project</td>
<td>Demolition of former Publix</td>
</tr>
</tbody>
</table>

| Project Name               | Key Largo Elementary |
| Project Date               | Spring 2008 |
| Brief Description of Project | Selective and total demolition at elementary school |

<p>| Project Name               | Publix, Westchester Mall |
| Project Date               | Summer 2008 |
| Brief Description of Project | Demolition of former Publix |</p>
<table>
<thead>
<tr>
<th>General Contractor:</th>
<th>Catalfumo/Seawood Builders</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Lisa O'Brien, 561.694.3000</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Trump Plaza Renovations--West Palm Beach, FL</td>
</tr>
<tr>
<td>Project Date:</td>
<td>May 2004</td>
</tr>
<tr>
<td>Brief Description:</td>
<td>Demolition of entryway to condominium</td>
</tr>
<tr>
<td>Project Name:</td>
<td>55 Seminole</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Summer 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of multiple houses and apartment bldg.</td>
</tr>
<tr>
<td>Project Name:</td>
<td>European Spa</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Fall 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demolition</td>
</tr>
<tr>
<td>Project Name:</td>
<td>West Palm Beach Waterfront: City Commons</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Spring 2009</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Total demolition of library</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Contractor:</th>
<th>Elkins Constructors</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Tom Hanley, 904.353.6500</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Hialeah Speedway</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Summer 2006</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of Lowes Hialeah racetrack</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Lowes West Palm Beach</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Summer 2007</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of former Toys R Us</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Lowes Kendall</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Summer 2008</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of former Costco</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Rybovich Boat Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>2005-Fall 2008</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Balfour Beatty</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Bill Cottle, 954.585.4000</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of multiple boatyards and buildings</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Boca High School</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Fall 2006-Summer 2008</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Balfour Beatty</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Rob Rice, 561.395.8868</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demo of Science Building and Stadium</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Boca Raton Resort and Club</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Fall 2007-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>IDC Construction</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Scott Robinson, 561.362.7774</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Total and selective demolition and sitework</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Miami Toyota—Leon Flagler—Miami, FL</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Fall 2008</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Moss and Associates</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Jason Clark, 954.524.5678</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Total demolition of car dealership and sitework</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Flagler Dog Track—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Fall 2008-present</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>LP Ciminelli</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>John Reinard, 716.462.0247</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective interior demolition, saw cutting of grandstand structure</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Lantana Transfer Station—Lantana, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Fall 2008</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Tower-OHL Group</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Guillermo Castriollo, 954.476.3200</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Removal of existing structure retaining exterior foundation walls and floor slab and sitework</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Carver Square Soil Remediation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>December 2008</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Delray Beach CRA</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Walt Gerhard, 561.276.8640</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Screening of debris out of soil</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Lake Park, Foresteria Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor:</td>
<td>Town of Lake Park</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Richard Pittman, 561.881.3347</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>March 2009</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition and abatement of two 2-story apartment buildings</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Dixie Court Demolition</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor:</td>
<td>Housing Authority of Fort Lauderdale</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Kerry Ann Chin, 954.525.6444</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>March 2009</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of 32 residential duplexes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Jackson Memorial Hospital, UCC Demolition</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor:</td>
<td>Jackson Health System</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Alicia Ayum, 305.585.6920</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>March 2009</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of building within operating hospital</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Imperial Point—Fort Lauderdale, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor:</td>
<td>Miller Construction</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>David Martinez, 954.764.6550</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Jan 2009</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demolition</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Kendall Corporate Center--Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor:</td>
<td>Moss Construction</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Lane Miller, 305.381.8471</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>Spring 2009-present</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Selective demolition of office building</td>
</tr>
<tr>
<td>Project Name</td>
<td>General Contractor</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>CVS Fifth Avenue Shops—Boca Raton, FL</td>
<td>Butters Construction</td>
</tr>
<tr>
<td>Wildflower Restaurant—Boca Raton, FL</td>
<td>Omega Group</td>
</tr>
<tr>
<td>Warehouse—Miami, FL</td>
<td>David L. Williams Construction</td>
</tr>
<tr>
<td>Dry Cleaners—Fort Lauderdale, FL</td>
<td>Bud Scholl</td>
</tr>
<tr>
<td>Grove Village—Coconut Grove, FL</td>
<td>Spec Ops LLC</td>
</tr>
<tr>
<td>Multiple Publix stores in South Florida</td>
<td>Simpson Environmental</td>
</tr>
<tr>
<td>Northwest Gardens—Fort Lauderdale, FL</td>
<td>BJ&amp;K Construction</td>
</tr>
<tr>
<td>Paradise Hotel—Pompano Beach, FL</td>
<td>Cannatelli Builders</td>
</tr>
<tr>
<td>Modernage—Miami, FL</td>
<td>Hodgen Construction</td>
</tr>
<tr>
<td>Project Name</td>
<td>Project Date</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>The Modern—West Palm Beach, FL</td>
<td>June 2009-May 2010</td>
</tr>
<tr>
<td>Miami Beach High School—Miami, FL</td>
<td>2006-December 2009</td>
</tr>
<tr>
<td>Palm Beach Gardens High School—PBGardens, FL</td>
<td>July -December 2009</td>
</tr>
<tr>
<td>Glades Road Library—Boca Raton, FL</td>
<td>Fall 2009</td>
</tr>
<tr>
<td>Former Manor Care—Boynton Beach, FL</td>
<td>Fall 2009</td>
</tr>
<tr>
<td>WasteWater Treatment Plant—Royal Palm Beach, FL</td>
<td>October 2009-February 2010</td>
</tr>
<tr>
<td>Greenacres Library—Greenacres, FL</td>
<td>Summer 2010</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Museum of Discovery and Science—Fort Lauderdale, FL</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Project Date:</td>
<td>Summer 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Stiles</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Doug Poff, 954.347.4713</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Interior soft demolition with removal of exterior wall for operating museum</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $60,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>14th Street Annex—Fernandina Beach, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Spring 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Nassau County</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Tim Milligan, 904.548.4688</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of former county hospital</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $70,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Azalea Park Elementary—Orlando, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Summer 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Welbro</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Chris Brown, 407.475.0800</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of multiple buildings and selective demolition</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Demo of Apartment and SFRs—Hollywood, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Fall 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>City of Hollywood</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Moe Anwar, 954.921.3990</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition and abatement of 4 story apartment building and 8 houses</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $180,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Palm Coast Building—Miami, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Fall 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Flagler Construction</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>JC Nieves, 305.520.2300</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition and abatement of 4 story building</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $170,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Surfside Hotel—Ormond Beach, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Summer 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>FCB Properties</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Clay Gibson, 904.501.2954</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition and abatement of 7 story hotel</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $330,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Lynx—Orlando, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>Winter 2010</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>Central Florida Regional Transportation Authority</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Mark Fosyth, 407.841.2279</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition of structure</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $50,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Westview—Opalocka, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Date:</td>
<td>December 2010-June 2011</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>PHG Builders</td>
</tr>
<tr>
<td>General Contractor Contact/Phone:</td>
<td>Felix Braverman, 305.854.7100</td>
</tr>
<tr>
<td>Brief Description of Project:</td>
<td>Demolition and abatement of 16 three and four story structures</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>over $1,316,000</td>
</tr>
<tr>
<td>Project Name</td>
<td>Project Date</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Northwest Gardens III—Fort Lauderdale, FL</td>
<td>Winter 2010-Summer 2011</td>
</tr>
<tr>
<td>Lincoln Park Academy—Fort Pierce, FL</td>
<td>Summer 2010-Summer 2011</td>
</tr>
<tr>
<td>Palm Beach Bath and Tennis—Palm Beach, FL</td>
<td>Spring—Summer 2011</td>
</tr>
<tr>
<td>Delray Dunes—Boynton Beach, FL</td>
<td>Spring 2011</td>
</tr>
<tr>
<td>I 595 Bridge at Pine Island—Broward County, FL</td>
<td>Spring 2010-Spring 2011</td>
</tr>
<tr>
<td>Lost Tree Village Clubhouse—North Palm Beach, FL</td>
<td>Spring –Summer 2011</td>
</tr>
<tr>
<td>821 Avenue E—Palm Beach, FL</td>
<td>Summer 2011</td>
</tr>
</tbody>
</table>
Project Name: New Municipal Complex—Miami Gardens, FL
Project Date: Fall 2011
General Contractor: City of Miami Gardens
General Contractor Contact/Phone: Anthony Smith, 305.622.8000
Brief Description of Project: Leeds-certified project to demolish former Wachovia Bank and clear site
Contract Amount: $100,000

Project Name: 901 and 910 Evernia Street—Palm Beach, FL
Project Date: Fall 2011
General Contractor: Palm Beach County
General Contractor Contact/Phone: John Tierney, 561.233.0252
Brief Description of Project: Total demolition of former DERM buildings
Contract Amount: over $250,000

Project Name: South County Transfer Station—Delray Beach, FL
Project Date: Summer 2011
General Contractor: PCL
General Contractor Contact/Phone: Brett Bailey, 407.744.336
Brief Description of Project: Demolition, site work and salvage of transfer station
Contract Amount: over $85,000

Project Name: Galaxy Elementary School—Boynton Beach, FL
Project Date: September 2011
General Contractor: James A Pirtle Construction
General Contractor Contact/Phone: Matt Mahoney, 954.658.7135
Brief Description of Project: Demolition and abatement of multiple School District buildings
Contract Amount: over $150,000

Project Name: 1220 N Ocean Blvd—Gulfstream, FL
Project Date: December 2011
General Contractor: Seaside Builders
General Contractor Contact/Phone: Vinny Cioffi, 561.272.9958
Brief Description of Project: Demolition of large estate residence
Contract Amount: about $28,000

Project Name: Carpenter Shop—Okeelanta, FL
Project Date: December 2011
General Contractor: Florida Crystals
General Contractor Contact/Phone: Bobby Kirstein, 561.722.3937
Brief Description of Project: Demolition of carpentry shop and multiple slabs; concrete crushing
Contract Amount: about $35,000

Project Name: 2 hotels at Boston’s Restaurant--Delray Beach, FL
Project Date: Fall 2011
General Contractor: North South Corporation
General Contractor Contact/Phone: Richard Rohde, 561.279.9900
Brief Description of Project: Total demolition of two hotels adjacent to Boston’s on the Beach
Contract Amount: about $25,000

Project Name: Seachest and Marina Storage—Riviera Beach, FL
Project Date: December 2011-present
General Contractor: City of Riviera Beach
General Contractor Contact/Phone: Gil Vetter, 561.845.4023
Brief Description of Project: Total demolition of multiple buildings
Contract Amount: about $40,000
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walmart—Doral, FL</td>
<td>over $100,000</td>
</tr>
<tr>
<td>Port of Palm Beach Slip #3—Riviera Beach, FL</td>
<td>about $85,000</td>
</tr>
<tr>
<td>Public Safety Building—Miramar, FL</td>
<td>about $170,000</td>
</tr>
<tr>
<td>Jupiter Lime Silos—Jupiter, FL</td>
<td>over $50,000</td>
</tr>
<tr>
<td>Canoe Creek, Turkey Lake, Fort Pierce and Fort Drum Service Plazas—</td>
<td>about $350,000</td>
</tr>
<tr>
<td>Aeroterm Buildings 890 and 891—Miami, FL</td>
<td>about $250,000</td>
</tr>
<tr>
<td>Broward Wind Mitigation—Fort Lauderdale, FL</td>
<td>about $95,000</td>
</tr>
<tr>
<td>US Foods—Pompano Beach, FL</td>
<td>about $160,000</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Project Date:</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Daytona Village-Daytona Beach, FL</td>
<td>April 2012</td>
</tr>
<tr>
<td>Dunbar Village—West Palm Beach, FL</td>
<td>April 2012</td>
</tr>
<tr>
<td>Fisher Island Links Clubhouse—Fisher Island, FL</td>
<td>April 2012</td>
</tr>
<tr>
<td>North Palm Beach Elem School—North Palm Beach, FL</td>
<td>January 2013-Spring 2013</td>
</tr>
<tr>
<td>Holy Cross Hospital Radiology—Fort Lauderdale, FL</td>
<td>Fall 2012-Spring 2013</td>
</tr>
<tr>
<td>Indialantic, Melbourne and Aurora Tank—Melbourne, FL</td>
<td>Fall 2012-Spring 2013</td>
</tr>
<tr>
<td>UM Schwartz—Miami, FL</td>
<td>Fall 2012-Spring 2013</td>
</tr>
<tr>
<td>Saint Andrews Country Club—Boca Raton, FL</td>
<td>April 2013-summer 2013</td>
</tr>
<tr>
<td>Project Name</td>
<td>Brief Description of Project</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td>Palmetto Park City Center—Boca Raton, FL</td>
<td>complete building and site demolition of commercial structure</td>
</tr>
<tr>
<td>Zimmerman/Omnicom, Fort Lauderdale, FL</td>
<td>interior demolition of 4 floors in existing operating office building</td>
</tr>
<tr>
<td>Miami Dade College West Campus Parking Garage—Doral, FL</td>
<td>interior demolition of multiple school buildings</td>
</tr>
</tbody>
</table>
LIST OF EQUIPMENT BG GROUP DEMOLITION

KOMATSU:

<table>
<thead>
<tr>
<th>MODEL</th>
<th>SERIAL#</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC300LC-7 EXCAVATOR</td>
<td>A85936</td>
<td>2004</td>
</tr>
<tr>
<td>PC400LC-6LM EXCAVATOR</td>
<td>A85235</td>
<td>2002</td>
</tr>
<tr>
<td>WA320-3MC LOADER</td>
<td>A31690</td>
<td>2002</td>
</tr>
<tr>
<td>WA380-5 LOADER</td>
<td></td>
<td>2007</td>
</tr>
</tbody>
</table>

FINTECK - CRUSHER

<table>
<thead>
<tr>
<th>MODEL#</th>
<th>SERIAL#</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1107</td>
<td>71107699</td>
<td>2007</td>
</tr>
</tbody>
</table>

CATEPILLAR

<table>
<thead>
<tr>
<th>MODEL</th>
<th>SERIAL#</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>302.5C EXCAVATOR</td>
<td>GBB03172</td>
<td>2005</td>
</tr>
<tr>
<td>308CCR EXCAVATOR</td>
<td>KCX02170</td>
<td>2008</td>
</tr>
<tr>
<td>320CLU EXCAVATOR</td>
<td>PAC01306</td>
<td>2007</td>
</tr>
<tr>
<td>320CL EXCAVATOR</td>
<td>PAB07476</td>
<td>2007</td>
</tr>
<tr>
<td>325CL EXCAVATOR</td>
<td>BFE01048</td>
<td>2005</td>
</tr>
<tr>
<td>330DL EXCAVATOR</td>
<td>MWP00700</td>
<td>2006</td>
</tr>
<tr>
<td>330DL EXCAVATOR</td>
<td>MWP01139</td>
<td>2007</td>
</tr>
<tr>
<td>330DL EXCAVATOR</td>
<td>MWP01227</td>
<td>2007</td>
</tr>
<tr>
<td>330DL EXCAVATOR</td>
<td>MWP02599</td>
<td>2008</td>
</tr>
<tr>
<td>345CL EXCAVATOR</td>
<td>CCPJW00809</td>
<td>2006</td>
</tr>
<tr>
<td>365BL EXCAVATOR</td>
<td>9TZ00322</td>
<td>2009</td>
</tr>
</tbody>
</table>

Innovatech Terminator 2000ei w/Trailer | 2011 |
Wolverine Hydraulic Saw w/Diesel Power Unit | 2011 |
Hydraulic Saw w/Diesel Power Unit | 2012 |
International Tractor Trailer 9900 6x4 | 2005 |
Fontaine TH55 55 Ton Tri/A Lowboy | 2007 |
Labounty UP30 3RD MEMBER PROCESSOR |

ASSORTED BUCKETS, GRAPPLES, HAMMERS, GENERATORS, SHEARS, CONCRETE PULVERISORS, COMPRESSORS, ETC.

Vehicles 2 Ford F250's, F350 Mechanic's Truck, Escape Hybrid, Toyota Prius, Toyota Tundra

As of 1/01/2013
List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>OWNER OF CONTRACT</th>
<th>DATE OF COMPLETION</th>
<th>TOTAL PER CONTRACT TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIAMI HERALD</td>
<td>Bill Thompson</td>
<td>4/1/2014</td>
<td>$1.1M</td>
</tr>
<tr>
<td>MIAMI HEART</td>
<td>Ken Gross</td>
<td>12/1/2013</td>
<td>$1M</td>
</tr>
<tr>
<td>Palm Beach Mall</td>
<td>Mike Peterson</td>
<td>12/1/2013</td>
<td>$1.9M</td>
</tr>
<tr>
<td>Rodeway Inn</td>
<td>Randy Foltz</td>
<td>11/1/2013</td>
<td>$11K</td>
</tr>
<tr>
<td>SunTrust</td>
<td>Maria Krivostova</td>
<td>12/1/2013</td>
<td>$240K</td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

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

   Yes and Yes.

7. What equipment do you own that is available for the work?

   See attached list.

8. What equipment will you purchase for the proposed work?

   None as of this time.

9. What equipment will you rent for the proposed work?

   None as of this time.

The BG Group
1140 Holland Drive, Suite 19
Boca Raton FL 33487

Print Name of Bidder: ____________________________
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

PM - STEVE TEGERMAN
Superintendent - ANDREW STUHL
see attached resumes

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Respondent is:

THE BG GROUP LLC

11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

LLC / CORPORATION

11.3 The address of principal place of business is:

1140 Holland Dr #19
Boca Raton FL 33487

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

IVY FRADIN Managing Member
STEVE GREENBERG Managing Member

11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers

NONE

PRINT NAME OF BIDDER:

The BG Group
1140 Holland Drive, Suite 19
Boca Raton FL 33487
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

**None**

12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

**None**

12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

**No**

12.2 Under what conditions does the Respondent request Change Orders.

- Unforeseen conditions relative to original plan documents and/or
- Owner-directed changes that are substantial

**The BG Group**

1140 Holland Drive, Suite 19
Boca Raton, FL 33437
13. LITIGATION HISTORY REQUIREMENT: The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-13.5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified on the Litigation History Form.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER: _____________________________

The BG Group
1140 Holland Drive, Suite 19
Boca Raton, FL 33487
**FORM 6: LITIGATION HISTORY**

<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff [X] Vendor is Defendant [☐]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Name</td>
<td></td>
</tr>
<tr>
<td>Case Number</td>
<td>Case 09-36726 CA</td>
</tr>
<tr>
<td>Date Filed</td>
<td></td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td>Miami Dade County</td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil [X] Administrative/Regulatory [☐]</td>
</tr>
<tr>
<td></td>
<td>Criminal [☐] Bankruptcy [☐]</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td>Nonpayment for completion of contract</td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case</td>
<td>Pending [☐] Settled [X] Dismissed [☐]</td>
</tr>
<tr>
<td>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</td>
<td></td>
</tr>
<tr>
<td>Judgment Vendor's Favor [X]</td>
<td></td>
</tr>
<tr>
<td>Judgment Against Vendor [☐]</td>
<td></td>
</tr>
<tr>
<td>If Judgment Against, is Judgment Satisfied? Yes [☐] No [☐]</td>
<td></td>
</tr>
</tbody>
</table>

**Opposing Counsel**

| Name: | CRAIG GALLE |
| Email: | |
| Phone number: | 561.798.1708 |

**The BG Group**

1140 Holland Drive, Suite 19
P.O. Box 53487

**NAME OF BIDDER:**

1-24-2013
ORDER ON POST TRIAL MOTIONS AND FINAL JUDGMENT

THIS CAUSE came before the Court for non-jury trial heard by the Court on February 9 and 10, 2011 and the Court carefully considered all of the extensive testimony, evidence of record and legal argument of counsel.

At the conclusion of the case by Plaintiff BG Group, LLC ("BG"), Plaintiffs' counsel announced a Voluntary Dismissal of Count III entitled Quantum Meruit in accordance with Rule 1.420(a)(1) of the Florida Rules of Civil Procedure, and the trial proceeded on the remaining claims and the Counterclaims of Defendant Arena Ventures, LLC ("Arena").

At the close of the evidence,

(a) BG moved for an involuntary dismissal in accordance with Rule 1.480 of the Florida Rules of Civil Procedure seeking to dismiss Arena's claims for damages;

(b) BG moved for leave to amend to seek consequential damages to conform with the evidence; and,

(c) Arena moved for an involuntary dismissal as to BG's claims for open account and account stated.
This Court further finds that full performance under the Contract by BG occurred on or before February 24, 2009 which is the date the City of Miami inspector closed the permit and issued its final findings.

CONCLUSIONS OF LAW

The Court reaches the following Conclusions of Law:

1. The Court concludes that it has jurisdiction over the parties and of the subject matter.

2. The Court concludes that BG has proven, by the greater weight of the evidence, and, moreover, by clear and convincing evidence, that it properly performed its obligations to demolish the Arena pursuant to its verbal agreement with Arena.

3. The Court further concludes that BG has proven, by the greater weight of the evidence that it provided bills and a statement of account to Arena, which were not objected to by Arena.

4. The Court concludes that Arena has not proven that it incurred any damages as alleged in its counterclaims.

5. Accordingly, Final Judgment is hereby entered confirming dismissal of the quantum meruit claim of the plaintiff BG Group, LLC and said claim is voluntarily dismissed.

6. Final Judgment is hereby entered in favor of BG Group, LLC as counter defendant against counter-plaintiff Arena Ventures, LLC on all claims brought by Arena Ventures, LLC and Arena Ventures, LLC shall take nothing by this action and BG Group, LLC shall go hence without date.

7. Final Judgment is hereby entered in favor of The BG Group, LLC, whose address is 1140 Holland Dr. #19, Boca Raton, Florida 33487, with EIN 810593332 and against Arena
Pending before this Court is a Motion to Award Attorney's Fees and/or Motion to Tax Costs. Counsel for the parties and pro se parties are hereby ordered to comply as follows:

1. The parties (through counsel if represented), shall initially either agree, or resolve to disagree, on any and all entitlement issues arising out of the pending Motion for an Award of Attorneys Fees/Costs. The Court will hear argument and decide the movant’s entitlement to fees/costs before scheduling a hearing to resolve any disputes as to the proper amount of any fees or costs.

2. Within twenty (20) days of issuing any Order on Entitlement and Setting Evidentiary Hearing on Amounts, the moving party shall provide opposing counsel with a copy of all: invoices, time records, cancelled checks, records evidencing services rendered, the name, address and C.V. of their expert witness, and any other supporting documentation for the fees and costs requested.

3. Within ten (10) days of receiving movant’s disclosures, the non-moving party shall respond in writing to each item of cost and fees. The Response shall agree to each item, or
state the basis for any objection, provide the name, address and C.V. of their expert, and cite any supporting legal authority.

4. Within ten (10) days of receipt of the objections and disclosures, the moving party shall reply in writing to each objection, either agreeing with the objection, or if not, citing any contrary authority.

5. If there is an agreement as to the entitlement to a particular fee/cost item, but disagreement with the amount, the non-moving party shall state the amount believed to be reasonable. Thereafter, the experts may be deposed.

6. The attorneys and all pro se parties shall meet and review the disputed items, reduce any stipulations to writing, and provide the Court with an Agreed Order at the hearing.

7. The parties and counsel are directed to exercise good faith in complying with the terms of this Order. The Court may consider appropriate sanctions with regard to unreasonable requests for fees and/or costs, any untenable objections thereto, or any other failure to comply with this Order.

8. Upon request by either party or the Court, this matter may be referred to mediation.

9. The hearing to determine the amount of fees/costs to award shall not take place until all counsel file a certification with the Court that all discovery in connection with all fee/cost issues, has been completed. Any lack of cooperation regarding certification or discovery shall be brought to the Courts attention as soon as possible.

DONE AND ORDERED in Miami-Dade County, Florida on April 20, 2011.

JUDGE DAVID C. MILLER
CIRCUIT COURT JUDGE

Copies furnished to Parties/Counsel of Record:
Gerald S. Phillips esq. - (954) 414-9309
Cravat Cote esq. - (561) 749-1709

revised: 11/18/10
FORM 8: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

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

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

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

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

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

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

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).
FORM 8: DRUG FREE WORKPLACE CERTIFICATION (continued)

(Bidder Signature)

The BG Group LLC

(Print Vendor Name)

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of 2013, by Ivy Gradin (name of person whose signature is being notarized) as Managing Member (title) of The BG Group LLC (name of corporation/company), 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)

Krystal Courchene

(Print Name)

My commission expires: 12/14

State of Florida at Large (SEAL)
FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward COUNTY as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at www.uscis.gov, and click on the E-Verify Homepage Link on the right side of the page.

The COUNTY has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adoption of the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the COUNTY is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

(1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.

(2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the COUNTY.

(3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the COUNTY within seven calendar days from the COUNTY’s request.

(4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

(5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).

(6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the COUNTY within seven days of COUNTY’s request.
STATE OF FL.
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Ivy Fradin

(Name of person whose signature is being notarized)

as Managing Member of The BG Group LLC

(Name of Corporation/Company)

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)

Krystal Courchene

(Print Name)

My commission expires: 10/12/14
FORM 10: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

NAME

RELATIONSHIPS

None

STATE OF FLORIDA )

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of Aug., 2013, by Krystal Courchene 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 21 day of Aug., 2013.

Krystal Courchene

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment - Typed, printed, or stamped)

(Title or rank)

(FEC000202)

(Serial number, if any)

1-24-2013
FORM 11: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and

b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

1. [ ] It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.

2. [ ] It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.

STATE OF ________

COUNTY OF ________

The foregoing instrument was acknowledged before me this _______ day of ________, 20___, by ________, as ________ of ________. (Name of person who’s signature is being notarized) (Title)

______ known to me to be the person described herein, or

who produced ______ as identification, and who did/did not take an oath. (Type of Identification)

NOTARY PUBLIC: ______

My commission expires: ______

[Signature]

[Print Name]
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

Not applicable for this solicitation.
FORM 13: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Signature]
(Authorized Signature)
Ivy GRADIN
Managing Member
The BG Group LLC
(Print Name and Title)
(Name of Firm)

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21 day of Aug., 2013, by Ivy GRADIN
(Name of person who's signature is being notarized)
as Managing Member of The BG Group LLC
(Name of Corporation/Company)
known to me to be the person described herein, or who produced
Type of Identification
as identification, and who did/did not take an oath.

NOTARY PUBLIC
My commission expires:

1-24-2013
### FORM 14: TRENCH SAFETY ACT CERTIFICATION

**THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF REQUEST FROM THE COUNTY.**

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

**BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.**

Completion requires filling in the appropriate details under the headings, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

The Bidder further identified the costs and methods summarized below:

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

Total $__________________________

The BG Group LLC

Name of Bidder

Authorized Signature of Bidder

1-24-2013
INCREASE RIDER

To be attached to and form part of Bond Number 0638851 effective 11/07/2013 issued by the International Fidelity Insurance Company in the amount of Two Million Three Hundred Twenty Six Thousand One Hundred Thirty Two and 00/100 Dollars ($ 2,326,132.00 ), on behalf of THE BG GROUP, LLC, as Principal and in favor of BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, as Obligee.

Now therefore, it is agreed that:

INTERNATIONAL FIDELITY INSURANCE COMPANY

We, ____________________________________________ __

Surety on the above bond, hereby stipulate and agree that from and after the effective date of this Stipulation, the Penalty of said Bond shall be increased FROM:

Two Million Three Hundred Twenty Six Thousand One Hundred Thirty Two and 00/100 Dollars ($ 2,326,132.00 )

TO:

Two Million Three Hundred Twenty Six Thousand One Hundred Seventy Two and 00/100 Dollars ($ 2,326,172.00 )

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be effective 11/14/2013.

Signed, Sealed and Dated this 11/14/2013.

THE BG GROUP, LLC

(Principal)

By:

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: Claudette Alexander Hunt

Attorney in Fact

ACKNOWLEDGED SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF NOVEMBER 2013, BY Ivy Tradin, WHO PRODUCED

Notary Public

KRISTAL COURCIHENE
NOTARY COMMISSION # EE 00268
EXPIRES: October 12, 2014
Funded Due East Public Notary
POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation, organized, and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal offices in the City of Newark, New Jersey, do hereby constitute and appoint

CLAUDETTE ALEXANDER, JOSEPH M. PIETRANGELO

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, and all bonds and undertakings, contracts of indemnity and other written obligations in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by the regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of instruments, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by a person to any power of attorney or certification given for the execution of any bond, undertaking, or other written obligations in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually executed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of November, 2012

MARIA BRANCO, Assistant Secretary
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We The BG Group, LLC, as Principal, hereinafter called CONTRACTOR, and International Fidelity Insurance Company, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Two Million Three Hundred Twenty Six Thousand One Hundred Thirty Two 99/100 Dollars ($2,326,132.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1164107C1, awarded the 20_13_, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for Liquidated Damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for construction of Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales) the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

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

3) Performs the 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

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

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

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

Signed and sealed this 07th day of November, 2013.
FORM GC-11: PAYMENT BOND

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

Business Address: 1140 Holland Drive, #19

Boca Raton, FL 33487

Phone: 561.715.0530

and International Fidelity Insurance Company, as Surety, under the assigned Bond Number 0638851, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Two Million Thirty Thousand One Hundred Thirty Two and 00/100 (2,326,132.00) Dollars ($2,326,132.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1164107C1, awarded the ______ day of ________________, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (f/k/a Dania Boat Sales)
2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
FORM GC-11: PAYMENT BOND (continued)

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

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

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.

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

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

Signed and sealed this 07th day of November, 2013.
FORM GC-11: PAYMENT BOND (continued)

ATTEST:

[Signature and Title]

(CORPORATE SEAL)

IN THE PRESENCE OF:

[Signature and Title]

Camille Cruz, Surety Witness

The BG Group, LLC

(Name of Corporation)

By [Managing Member]

(Signature and Title)

[Signature and Title Signed Above]

International Fidelity Insurance Company

INSURANCE COMPANY:

By [Claudette A. Hunt, Agent and Attorney-in-Fact]

(Claudette Alexander Hunt, Attorney-in-Fact)

Address: 1001 Brickell Bay Drive

(Street)

Miami, FL 33131

(City/State/Zip Code)

Telephone No.: 305-961-6030

SPECIAL PROVISION 13

Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (W/a Dania Boat Sales)

Page 178 of 182  CON-3-15-2013
FORM GC-11: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; 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)

STATE OF FLORIDA

) ) ss.

COUNTY OF BROWARD

) ) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond 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 International Fidelity Insurance Company

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (Fka Dania Boat Sales)
POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-6207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation, organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CLAUDETTE ALEXANDER, JOSEPH M. PIETRANGELO

their true and lawful attorneys-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 18th day of August, 2009:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation’s seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether herebefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the Original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and its signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY VAZQUEZ
NOTARY PUBLIC
STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the original on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in effect and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of March 2012.

MARIA BRANCO, Assistant Secretary

1936
FORM GC-11: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that ______________, who signed the Bond on behalf of the Principal, was then manager/member 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.

(Name of Corporation) (Seal) as Secretary of

STATE OF FLORIDA
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 ___, 2013.

My commission expires: ______________

Notary Public, State of Florida at Large

Bonded by ______________

SPECIAL PROVISION 13
Z1164107C1-Demolition of Hilton Hotel and Nautical Ventures (aka Dania Boat Sales)