FIRST AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY, a political subdivision of the State of Florida ("County"),

and

TUTOR PERINI FORT LAUDERDALE-HOLLYWOOD VENTURE, LLP d/b/a TUTOR PERINI FORT LAUDERDALE-HOLLYWOOD VENTURE, a limited liability partnership registered to do business in the State of Florida ("DBT"),

for

DESIGN-BUILD SERVICES FOR

U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

RFP No. N0840412P1
Whereas, the County and DBT entered into an Agreement for Design-Build Services for U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL on October 25, 2011 ("Agreement"); and

Whereas, the parties now desire to amend the Agreement to implement a dispute avoidance and resolution process;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, County and the DBT agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. Article 16 of the Agreement is amended as follows: *

ARTICLE 16 - DISPUTE AVOIDANCE AND RESOLUTION

Dispute Avoidance Panel.

16.0 Definitions. In addition to the definitions set forth in Article 1, the following definitions shall apply to this Article:

16.0.1 Runway Contractors: Those contractors, including any design-build contractors, having a prime contract with the County to perform construction or design-build services for the Runway Expansion Project.

16.0.2 Runway Expansion Program or Runway Projects: The reconstruction of Runway 9R-27L, construction of the bridge/tunnel structures, construction of applicable utilities, relocation of roads and any portion of those projects.

16.1 Purpose

The purpose of this dispute avoidance process is primarily to assist in the prevention of disputes between the County and its various construction contractors ("Runway Contractors") for the Runway Expansion Program ("Runway Projects") and the mitigation of impacts to the Runway Projects, and secondarily to assist in the resolution of disputes and claims between the Runway Contractors and County arising out of the Contract Documents. The intent of the establishment of the DISPUTE AVOIDANCE PANEL ("PANEL") is to facilitate contemporaneous agreement as to the resolution of events occurring during the progress of the work, and if agreement cannot be quickly reached, then to fairly and impartially consider disputes placed before it and to provide written recommendations for resolution of these disputes to both the County and the

* Strikethroughs denote text deletions; underlines denote text additions.
Runway Contractors. All decisions of the PANEL are non-binding on the parties. Submission of a disputed matter to the PANEL for its verbal or written recommendation is an absolute condition precedent to filing any claim, suit or to filing a demand for arbitration with regard to the matter. With the consent of both parties, the PANEL may also consider issues that may arise between the CPM and the County.

16.2 Panel Scope

16.2.1 Operations: The PANEL will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The County, CPM and the Runway Contractors will keep the PANEL informed of construction activity and progress of the various Runway Contractors by submitting to the PANEL monthly written progress reports and other relevant data. Selected project records, including but not limited to schedule updates, requests for information, requests for work orders, and requests for change orders, will be furnished to the PANEL at the same time as they are initially furnished to the other parties engaged on the projects. The PANEL will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the County, the Runway Contractors, and the CPM.

16.2.2 Membership of the PANEL: The PANEL shall consist of three neutral members who, during the 5 years prior to the effective date of this Agreement, shall not have been previously employed or engaged as a consultant in any capacity for the County, the CPM, or any Runway Contractor; provided however, that services as a dispute panel member shall not disqualify a potential panel member. PANEL members shall disclose all prior employment and engagements to the County, the CPM, the Project Team, or to any of the Runway Contractors. The initial PANEL members shall be:

- Harold McKittrick,
- Matt Michalak, and
- a third member to be agreed to between them, who shall serve as PANEL Chair.

Should Harold McKittrick terminate his participation on the Panel or withdraw as a Panel member, the County may nominate a replacement; should Matt Michalak terminate his participation on the Panel or withdraw as a Panel member, the Runway Contractors shall nominate a replacement; and should the third PANEL member terminate or withdraw, the other two Panel members shall nominate a replacement. Unless reasonably objected to, the nominees shall be appointed to the PANEL. Unless the parties agree otherwise, each member shall have
significant public construction experience; the Chair shall be a lawyer and the other panel members shall not be lawyers. All PANEL members shall be trained and experienced in (i) mediation and arbitration and (ii) the effective operations of Dispute Resolution Boards for dispute avoidance and mitigation.

16.2.3 Meetings; confidentiality: The first meeting of the PANEL shall occur on the date of the first regularly scheduled project progress meeting after the PANEL members execute Payment For Services Agreements with the CPM. Subsequent meetings will be regularly held on site as set forth in Frequency of Meetings below. Statements made in regular meetings of the PANEL will be confidential and deemed settlement negotiations and shall be inadmissible in subsequent proceedings to the same degree as communications in mediation hearings or discussion in furtherance of settlement under Florida law. Each meeting will consist of an informal round table discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives from the County, some or all of the Runway Contractors, some or all of the Project Team and the CPM. The round table discussions shall include presentations from the County, the Project Team, the Runway Contractors and CPM to the PANEL that address the following items: construction work accomplished since the last meeting, current status of the work the current and future schedule, payment status, potential future problems that may come before the PANEL, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. It is contemplated that other project participants will be invited to attend regular PANEL meetings, including the Project Team and major subcontractors of the Runway Contractors. In addition to round table discussions, agendas for regular meetings of the PANEL may include the following:

16.2.3.1 Presentations by representatives of the parties with respect to any issues that have arisen or have been properly presented to the PANEL through the below stated Request for Hearing process. Issues that were not submitted to the PANEL pursuant to the procedures delineated herein shall not be presented to the PANEL for consideration without the agreement of both parties.

16.2.3.2 Rebuttals, if requested, by representatives of the parties with respect to presentations made by the representatives of the other party.

16.2.3.3 Set a tentative date for next meeting.

16.2.4 Frequency of Meetings: In order for the PANEL to become familiar with
the project circumstances, it will begin to meet at least once per month. If conditions warrant, the Chair in consultation with other PANEL members, the CPM and the County, may reduce/increase the time between meetings to better serve the parties. Factors to be considered when setting the time between meetings include work progress, occurrence of unusual events and the number and complexity of ongoing or potential disputes.

16.2.5 Procedure for scheduling disputed matters before the PANEL: The parties should attempt to resolve potential disputes without resorting to use of the PANEL. However, in the event that a resolution is unlikely, the following procedures must be followed:

16.2.5.1 Before referring a matter to the PANEL for a hearing, a party that desires to initiate a PANEL hearing must first submit a letter titled Notice of Disagreement to his/her counterpart from the other party describing the issue that has arisen. The party receiving the notice shall have 7 days from receipt of the letter to submit a response. If, after 14 days from the initial receipt of the Notice of Disagreement, the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the PANEL and the matter will be scheduled before the PANEL. The written Request shall contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No Request may be filed with the PANEL without first having complied with the Notice of Disagreement requirements of this section.

16.2.5.2 Upon receipt of a Request for a Hearing, the Chair will schedule the matter for Hearing at a location in Broward County, Florida, within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary. The parties may request an informal verbal PANEL recommendation, or the parties may request a formal written recommendation from the PANEL.

16.2.5.3 The parties shall provide to the PANEL position papers with appropriate supporting documentation no later than 14 days before the commencement of the Hearing. The parties shall provide rebuttal papers, if any, no later than 5 days before the Hearing.

16.2.5.4 The party submitting the Request shall be responsible to provide the PANEL with 3 copies of each document submitted with the Request, one for each PANEL member. The party furnishing any written evidence or documentation to the PANEL shall also furnish copies of such information to the other party concurrently when furnishing the documents.
to the PANEL. The PANEL may request that additional written documentation and explanations from both parties be sent to each member and to the other party for study before the hearing begins.

16.2.5.5 Both parties will be afforded an opportunity to be heard by the PANEL and to offer evidence. The PANEL members may ask questions, request clarification, or ask for additional data. In large or complex disputes, additional hearing days may be necessary in order to consider and fully understand all the evidence presented by both parties.

16.2.5.6 Attorneys are generally discouraged from attending the PANEL meetings, but are allowed to participate in the Hearings on the following limited basis. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing or make or argue legal motions.

16.2.5.7 All of the PANEL's written recommendations for resolution of disputes will be given to the County, the affected Runway Contractor(s) and the CPM, within 10 days of completing the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the PANEL to formulate its recommendations. The PANEL's initial 10-day written recommendation will address contractual entitlement and the number of days of extension of milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10-day written recommendation to resolve the issue. The parties may agree to mediate the resolution during this 7 day period. If the parties cannot agree on the resolution of the 10-day recommendation during this 7 day period, the PANEL shall issue a written recommendation addressing monetary damages no later than 24 days from completion of the Hearing.

16.2.5.8 No provisions associated with the Panel shall in any way abrogate the Runway Contractors' or CPM's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

16.2.5.9 In the event that the County is not in agreement with a decision or recommendation of the PANEL, the County may elect to pay for the disputed work, without waiving its rights to pursue a claim for that work.
16.2.5.10 Although the PANEL's recommendations are non-binding, all records and written recommendations of the PANEL will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.

16.2.5.11 By agreement of the parties and the PANEL, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

16.2.6 Neutrality of PANEL members: All PANEL members shall act impartially and independently when performing their functions as PANEL members including in the consideration of any Contract provisions and the facts and conditions surrounding any written Request to the PANEL by the County or a Runway Contractor. Ex parte communications between a PANEL member and any party are strictly prohibited. PANEL members shall not discuss or communicate with any party without the other party being present. Seeking any PANEL member's advice or consultation is expressly prohibited, unless it is done in the open at a PANEL meeting and in the presence of the other party.

16.2.7 Records of Meetings: While the PANEL may take notes or keep other records during the consideration of a Notice of Disagreement, it is not necessary for the PANEL to keep a formal record. If possible, it is desirable to keep the hearings completely informal. However, records of the formal Hearings in regards to Notices of Disagreements may be transcribed by a court reporter if requested by one party. The party requesting the court reporter shall be responsible for any costs. Audio and/or video recording of the meeting is prohibited without prior written agreement by the PANEL and the parties.

16.2.8 Recommendations of the PANEL: All formal written recommendations of the PANEL shall be executed by all PANEL members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute. This provision shall not prevent the PANEL from issuing informal verbal recommendations.

16.2.9 Reconsiderations: Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the PANEL.

16.2.10 Construction Site Visits: The PANEL members shall visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits
shall be as mutually agreed between the County, the Runway Contractors and the PANEL.

16.3 Coordination and Logistics: The CPM will coordinate the operations and meetings of the PANEL. The CPM need not take minutes of PANEL meetings. The PANEL members will execute Payment For Services Agreements with the CPM, but the CPM may only communicate with PANEL members concerning logistics of meetings and payment for PANEL services.

16.4 Time for Beginning and Completion: The PANEL is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Program are heard or Final Acceptance of the Program, whichever is later.

16.5 Payment. The maximum not to exceed daily fee to be paid to each PANEL member shall be One Thousand Five Hundred Dollars ($1,500) and travel costs in accordance with the CPM Agreement. Travel costs shall conform to the requirements of County Procedures and Florida law.

5.1 Regular meetings: The amounts paid to the chair of the PANEL and the other PANEL members for their services, including travel costs pursuant to CPM Agreement, shall be paid from a task account established within the CPM Agreement for that purpose. The CPM shall submit a request to the County for payment of all expenses incurred, without markup or bond. County shall process and pay CPM for PANEL expenses as part of regular project periodic pay requests, and the CPM shall be responsible to promptly pay the PANEL members with no withholding or deductions.

5.2 Payment- Hearings. In the event a party files a Request for a Hearing, the CPM will confirm that it has received commitments for all anticipated costs for a PANEL Hearing including ensuing recommendations, before the Hearing is scheduled.

16.6 Costs And Accounting Records. The PANEL members shall keep available the cost records and accounts pertaining of all of the work by the PANEL for inspection by representatives of the County or the CPM for a period of three years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

16.7 Termination of Panel. Upon formal written amendment to a Runway Contract, the dispute avoidance/resolution process requiring the services of the PANEL may be terminated.
16.8 Termination Or Withdrawal / Replacement Of Panel Members.

16.8.1 Withdrawal by or Inability to Continue Service of a PANEL member: A PANEL member may withdraw from the PANEL by providing four weeks written notice, if practical, to the other PANEL members and all other parties.

16.8.2 Replacement of a PANEL member — non-Chair: A replacement PANEL member (non-Chair) shall be nominated by the original appointing party of the departing PANEL member. The nominated individual shall become a PANEL member if not reasonably objected to by the non-nominating party. Nomination of a replacement PANEL member shall occur promptly upon notification of the necessity for a replacement.

16.8.3 Replacement of a PANEL member — Chair: The Chair of the PANEL may be terminated without cause by mutual agreement of the parties. Each party may change its appointed PANEL member, without cause, once during the life of the Contract.

16.8.4 Termination For Cause: A PANEL member may be terminated for cause by any of the parties. The party desiring to terminate a PANEL member for cause will notify the other party and the other PANEL members and shall provide an explanation for the requested termination. If the other party does not agree that cause exists, the remaining PANEL members shall convene and decide whether cause exists and such decision shall be effectuated.

16.9 Independent Contractor

Each PANEL member, in the performance of his or her duties on the PANEL shall act in the capacity of an independent agent and not as an employee of either the County or the CPM. Each PANEL member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

16.10 Public Records

Each PANEL member, Runway Contractor, CPM, PMO and the County shall allow public access to all documents, papers, letters, and other material made or received by the parties that are related to this PANEL and the activities of this PANEL, subject to the provisions of Chapter 119, Florida Statutes. However, upon receipt of any such public records request, the parties hereto shall immediately notify the County and obtain prior written consent from the County before releasing such records. Plans, schematics, security plans and other project elements may not be released unless the recipient executes an appropriate confidentiality agreement.
16.11 Statute Of Limitations

No part of the Dispute Panel Section or any of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

16.12 No Bonus

PANEL members shall not be paid nor will they receive or accept any commission, percentage, bonus, or consideration of any nature, other than the payment provided for in this Section, for their performance and services.

16.13 No Conflict

The members of the PANEL shall affirm that at no time, while performing their duties under this section, shall they have any direct or indirect ownership or financial interest in or be employed in any capacity by the County, any Runway Contractor, the PMO, any Architect/Engineer or Consultant organization working on the Project, any Subconsultant or supplier of the project, or any other PANEL member. Notwithstanding the foregoing, the CPM may execute agreements with the PANEL members in order to facilitate invoicing and payment of PANEL members. The members of the PANEL shall affirm and agree in writing that, except for services as a PANEL member on other County or CPM projects, they are not an employee, subcontractor, or Consultant to the County, the CPM (for CPM services other than serving on the PANEL), the PMO, Construction Manager at Risk, any Architect/Engineer or Consultant organization working on a Runway Project, any Subconsultant or supplier of a Runway Project, or of another PANEL member, and that during the term of this Contract they shall not become so involved. The members of the PANEL, the County, and the CPM agree that, during the life of the Contract, no discussion or agreement will be made between any PANEL member and any party to this agreement for employment after the Contract is completed.

16.14 Interpretation

The Dispute Panel section shall in no way limit the rights of the County to issue Work Authorizations, Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Runway Contracts. This section shall also in no way limit the remedies or obligations of the CPM or Runway Contractors pursuant to their Contracts, except that submission of a disputed matter to the PANEL for a verbal or written recommendation as to resolution shall be a condition precedent to pursuit of any claim in arbitration or litigation.

16.15 Subsequent proceedings.
In the event that a party files suit, claim or initiates arbitration in connection with a Runway Project, no member of the PANEL shall be called to testify in such proceedings, and the personal notes of PANEL members shall not be admissible. The County, each Runway Contractor and CPM waive all claims against each PANEL member, and the CPM shall require all PANEL members to waive claims against the County, CPM and all Runway Contractors arising out of the work of the PANEL.

16.16 Dispute Resolution.

16.16.1 If, after issuance of the PANEL's recommendation, either party determines that a question, claim, difficulty or dispute of whatever nature is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the County Administrator, or designee thereof, for resolution within five (5) calendar days after issuance of the PANEL'S recommendation. The County Administrator shall notify CA and the DBT in writing of County Administrator's determination within fourteen (14) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless County Administrator requires additional time to gather information or allow the parties to provide additional information. All billing and payment disputes regarding the timeliness of payments shall be determined as provided in the Florida Statutes and Broward County Code of Ordinances, as applicable.

16.16.2 During the pendency of any dispute and after a determination thereof, DBT, CPM, PMO and CA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, the DBT shall proceed diligently with performance of this Agreement and the COUNTY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

16.16.3 In the event the determination of a dispute by the County Administrator under this Section 16.16 is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the County Administrator's written determination. The notice must state the basis of the objection, the objecting party's proposed resolution, and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute.
Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address any and all objections to any determinations made hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. Compliance with all of the requirements of this Article 16 is an absolute condition precedent to the filing of any claim, suit, or action in any judicial or administrative tribunal. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH ALL OF THE REQUIREMENTS OF THIS ARTICLE.

16.16.4 BY ENTERING INTO THIS AGREEMENT, THE DBT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. THE DBT SHALL SPECIFICALLY BIND ALL SUBCONSULTANTS/SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.

3. The effective date of this First Amendment to the Agreement shall be on the date it is fully executed by both parties.

4. Except as set forth herein, all of the terms and conditions contained within the original Agreement shall remain in full force and effect.

CONTRACT AMENDMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: Broward County, Florida, through its Director of Purchasing, and DBT signing by and through its authorized agent.

<table>
<thead>
<tr>
<th>COUNTY DIRECTOR OF PURCHASING:</th>
<th>COUNTY ATTORNEY:</th>
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<tbody>
<tr>
<td>Brenda Billingsley</td>
<td>Deborah Bovarnick Mastin</td>
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<tr>
<td>11th Day of January, 2013</td>
<td>13th Day of December, 2012</td>
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Approved as to form.
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<tr>
<th>CORPORATE SECRETARY ATTEST:</th>
<th>CONTRACTOR:</th>
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<td>(Affix Corporate Seal and Corporate Secretary Signature)</td>
<td>Tutor Perini Fort Lauderdale-Hollywood Venture</td>
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**Corporate Secretary**  
[Signature]

**OR TWO WITNESSES**  
[Signature]

**Witness**  
[Signature]

**Witless**  
[Signature]

Signature  
KEVIN J. WOODS SR VP  
AUTHORIZED REPRESENTATIVE  
5TH Day of DECEMBER, 2012
AGREEMENT

Between

BROWARD COUNTY

and

Tutor Perini Fort Lauderdale-Hollywood Venture, LLP
d/b/a Tutor Perini Fort Lauderdale-Hollywood Venture

for

DESIGN-BUILD SERVICES FOR

U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

RFP No. N0840412P1

IN BROWARD COUNTY, FLORIDA
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This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners,

AND

Tutor Perini Fort Lauderdale-Hollywood Venture, LLP d/b/a Tutor Perini Fort Lauderdale-Hollywood Venture, a limited liability partnership registered to do business in the State of Florida, hereinafter referred to as "DBT".

WHEREAS, the Board has met the requirements of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and has selected DBT to perform the services hereunder;

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and DBT agree as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 Agreement: this document, Articles 1 through 20, inclusive along with other terms and condition included in the Exhibits, Forms, Attachments and documents that are expressly incorporated by reference.

1.2 Airport: the Fort Lauderdale-Hollywood International Airport, Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.

1.3 Airport Improvement Program (AIP): a grant-in-aid program, administered by the Federal Aviation Administration.

1.4 Aon Risk Services of Florida, Inc: the Owner Controlled Insurance Program (OCIP) Administrator for the OCIP Program. The OCIP Administrator enrolls all contractors and subcontractors, attends safety toolbox meetings and provides onsite safety oversight of all OCIP construction projects.

1.5 Architect/Engineer: the Florida registered Architect or Engineer of Record who is a member of the Design-Build Team, and will complete all design and other related professional services for the Project.
1.6 **Baseline Schedule:** a fixed project schedule that is the standard by which Project performance is measured. The Baseline Schedule must include all contractual start and finish dates and critical interim milestones, and demonstrate how these dates are achieved, through the sequencing of project activities as further described in Division 1 General Requirements, Section 35, “Progress Schedule (Computerized CPM)” or other contract provisions within the Contract Documents.

1.7 **Board:** the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter, or its successors.

1.8 **Broward County Aviation Department (BCAD):** the Broward County Aviation Department of Broward County, Florida, or any successor agency that operates the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida.

1.9 **Change Order:** a written document properly executed by the COUNTY, ordering a change in the Total Contract Price or Contract Time or a material change in the Work as determined by Contract Administrator.

1.10 **Construction Change Directive:** a written order prepared by the Construction Project Manager and authorized and signed by the Contract Administrator directing a change in the Work and stating proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both. The Contract Administrator may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Total Contract Price or Contract Time being adjusted accordingly.

1.11 **Construction Project Manager (CPM):** a firm or joint venture selected by the COUNTY to perform construction project management services as defined by the COUNTY and as an agent of the COUNTY. The CPM typically serves as the Contractor’s primary point of contact during the construction phase to the Contract Administrator through the Program Management Office.

1.12 **Consultant:** architect(s) or engineer(s) or other professionals under contract with COUNTY for the particular Work or Phase of the Project, providing services for this Project. Such Consultants may include, but are not limited to, the Program Management Office, Construction Project Managers, and Quality Assurance Material Testing firms.

1.13 **Contract Administrator (CA):** the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as CA in writing by the Director of the Broward County Aviation
Department. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CA, provided, however, that such instructions and determinations do not change the Scope of Services, except as set forth herein.

1.14 **Contract Documents**: this Agreement and its exhibits, attachments and forms, Architect/Engineer’s drawings and specifications, the Request for Letters of Interest (RLI) No. R0840412R1, Request For Proposals (RFP) No. NO840412P1, and Design-Build Team responses thereto (as negotiated and accepted by the COUNTY), any Addenda, the record of the contract award by the Board of County Commissioners, the Agreement, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order, and all written modifications to this Agreement issued after execution of the Agreement are the documents which are collectively referred to as the Contract Documents.

1.15 **Contract Time**: the time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the Agreement, as may be amended by Change Order.

1.16 **Contractor**: the qualifier of the Design-Build Team who is licensed by the State of Florida to engage in the business of construction contracting of the type, character and magnitude contemplated in the Work.

1.17 **Controlling Items of Work**: activities shown on the Baseline Schedule identified with a milestone date or as a critical path activity.

1.18 **County or Owner**: Broward County, Florida, the public body which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, COUNTY’s performance is pursuant to COUNTY’s position as the owner of a construction project. In the event COUNTY exercises its authority as a regulatory agency, the exercise of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY’s authority as a regulatory agency and shall not be attributable in any manner to COUNTY as a party to this Agreement.

1.19 **County Administrator**: the administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.20 **County Attorney**: the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.21 **Critical Path**: a sequence of Work activities, which establish the total duration of time for the construction of the Project, and if any activity along the critical path
were delayed or extended, would change the construction duration established in the approved Baseline Schedule.

1.22 **Design-Build Criteria Package (DCP):** the performance criteria developed by the Design Criteria Professional that establishes the performance requirements for the Work. Such performance criteria are expressed in Exhibit A attached hereto, and include all implied requirements necessary to complete the Work.

1.23 **Design-Build Team (DBT):** the team of architect(s), engineer(s), Contractor(s), Subconsultant(s) or Subcontractor(s) (DBT) selected to perform the work pursuant to this Agreement.

1.24 **Design Criteria Professional:** the professional registered to practice the respective discipline under the laws of Florida, hired by or employed by the COUNTY to prepare the Design-Build Criteria Package and perform related professional duties assigned by the COUNTY during the execution of the Project.


1.26 **Drawings:** the graphic representations of the Work, prepared by the DBT, accepted by the COUNTY, that details how the Work will be constructed to meet the requirements of the Design Criteria Package.

1.27 **Field Order or Supplemental Instruction:** a written order which further describes details or provides interpretations necessary to complete the Work of the Contract Documents but which does not involve a change in the Lump Sum Amount or Contract Time.

1.28 **Final Completion:** the date certified by CPM and as finally determined by CA in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CPM Firm; any other documents required to be provided by the Contract Documents have been received by COUNTY and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.29 **General Conditions:** the provision of facilities or performance of work by the DBT for items, which do not lend themselves readily to inclusion in one of the separate trade contracts. Payment for the General Conditions shall be included as part of the Total Contract Price.

1.30 **Lump Sum Adjustment Memorandum:** (LSAM) a document issued by the CA to memorialize the reallocation of Owner’s Contingency account.
1.31 **Lump Sum Amount:** the amount established in the Agreement as the amount the COUNTY may be obligated to pay for full and complete performance of the Work required by the Contract Documents. Said amount may be amended as provided in the Agreement.

1.32 **Notice(s) to Proceed (NTP(s)):** one or more written notices from the CA to the DBT authorizing the commencement of Work as described in the Notice To Proceed.

1.33 **Owner Controlled Insurance Program (OCIP):** is a centralized insurance program under which the COUNTY procured specified insurance coverage on behalf of all contractors and subcontractors of all tiers performing work on various capital improvement projects. The OCIP is more fully described in the safety manual (Safety and Loss Prevention Manual), Exhibit F, and the insurance manual (Insurance Manual), Exhibit G, attached hereto.

1.34 **Performance Criteria:** an element, component, equipment performance, material performance or operational measurement for the Work, or any portion of the Work, that is used to demonstrate compliance with the Design-Build Criteria Package or as otherwise required by the Contract Documents.

1.35 **Project:** the design/construction project described in the Contract Documents, including the Work described therein.

1.36 **Project Initiation Date:** the date upon which the Contract Time commences as established by the Notice to Proceed. The Project Initiation Date includes Design time.

1.37 **Program Manager (PMO):** the Program Management Office is the professional organization the COUNTY has contracted with to provide program management services for the runway expansion project.

1.38 **Quality Assurance Materials Testing (QAMT):** a firm that will perform all inspection and construction acceptance testing once the materials for the Project have been installed and are ready for such inspection and quality acceptance testing.

1.39 **Subconsultant/Subcontractor:** a firm, partnership, corporation or combination thereof having a direct contract with the DBT for all or any portion of the Work, or who furnishes skills and materials incorporated into the Work, but not those who merely furnish equipment or materials required by the plans and specifications.

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

1.41 **Surety:** the surety company or individual which is bound by the performance bond and payment bond with and for the DBT who is primarily liable, and which surety company or individual is responsible for the DBT’s acceptable and timely performance of the Work under the Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05 of the Florida Statutes.

1.42 **Total Contract Price:** the amount established in the Agreement as the amount COUNTY may be obligated to pay for full and complete performance of the Work required by the Contract Documents, this amount includes COUNTY’S contingency which is added to the Lump Sum Amount for the Work.

1.43 **Work:** the totality of the obligations, including design and construction and other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the DBT to fulfill the DBT’s obligations.

**ARTICLE 2 – THE WORK**

2.1 It is the intention of the Contract Documents to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction or other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the DBT, whether or not specifically called for by the Contract Documents.

2.2 When words, which have a well-known technical or trade meaning, are used to describe Work, such words shall be interpreted in accordance with that meaning.

2.3 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 permit issuance.

2.4 COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
ARTICLE 3 – SCOPE OF SERVICES

3.1 The DBT shall provide all services as needed to fulfill the requirements of the DCP, attached hereto as Exhibit A, “Design-Build Criteria Package”, as shown in Volumes I, II and III, including all necessary, incidental, and related activities and services in order to complete the Project. The Work shall be completed in accordance with the Design-Build Milestone Schedule attached hereto as Exhibit B.

3.2 The DBT agrees that the Work shall be performed in a good and professional manner, free from defects in materials and workmanship, and that all materials shall be new and approved by the CPM and all workmanship shall be acceptable to COUNTY through the CPM, and as provided for in the Contract Documents. The DBT shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

The DBT represents that all persons delivering the services required by this Agreement have the licenses, as well as the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the Work and to provide and perform the Work to COUNTY’s satisfaction for the agreed compensation. The quality of the DBT’S performance and all interim and final product(s) provided to or on behalf of COUNTY shall be in accordance with manufacturer’s recommendations, and shall exceed the best local, national and industry standards.

3.3 If at any time the DBT observes or becomes aware of any fault or defect in the Work or of any nonconformance with Contract Documents, the DBT will promptly notify the CPM and CA in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The Architect/Engineer shall have the authority to reject Work that does not in its opinion, or in the opinion of the CPM or CA, conform to the Contract Documents.

3.4 The DBT has full responsibility for means and methods to complete the Work. The COUNTY, PMO, CPM, QAMT, other consultants or other Agencies with jurisdiction do not have any authority to direct or change the DBT’s means and methods.

3.5 The DBT is responsible for completing the Work in the time established in the accepted Baseline Schedule. The DBT shall prepare and maintain a Baseline Schedule as follows:

3.5.1 Within (seven) 7 calendar days of issuance of the design NTP, the DBT shall submit ten (10) copies and an electronic copy of the preliminary Baseline Schedule in bar-chart format to the CPM. This schedule must include sufficient detail to evaluate the relationships of the major
elements of the work. The CPM shall have seven (7) calendar days to
evaluate the preliminary Baseline Schedule.

3.5.2 Within fourteen (14) calendar days after receiving comments on the
preliminary Baseline Schedule from the CPM, the DBT must submit ten
(10) copies and an electronic copy of the revised preliminary Baseline
Schedule to the CPM. The CPM shall have fourteen (14) calendar days
to evaluate the revised preliminary Baseline Schedule and provide the
DBT with comments.

3.5.3 Within seven (7) calendar days after receiving the NTP for construction,
the DBT must submit a revised final Baseline Schedule. Review and
acceptance of the final Baseline Schedule does not constitute an
approval of the schedule task relationships or task durations, or
otherwise affect the DBT’s sole responsibility for the schedule.

3.5.3.1 The final Baseline Schedule shall be cost loaded to allow the
CA and CPM to understand the cash flow demands required to
complete each task.

3.5.3.2 The final Baseline Schedule must show all NTP dates,
Substantial Completion, Final Completion, and Controlling Items
of Work milestone dates.

3.5.3.3 All activities in the final Baseline Schedule must have preceding
and succeeding activities, in order to establish Critical Path(s).

3.5.3.4 No activity can exceed twenty (20) calendar days in duration
without prior written approval of the CPM.

3.5.4 The final Baseline Schedule must be accompanied by a detailed
narrative explaining the DBT’s means and methods. The narrative must
include production rates for the tasks shown, discussion on the use of
weekends to perform work and shift work required to install the Work.
The narrative must also include a description for the maintenance of
traffic (MOT), phasing of the bridge construction, movement of materials
used in the construction, and staging. In addition, the narrative must
address coordination with the Florida Department of Transportation
(FDOT) and Florida East Coast Railway (FEC) in the planning and
construction of the bridge over US-1 and the railroad. Review and
acceptance of the narrative does not constitute an approval of the
means and methods or otherwise affect the DBT’s sole responsibility for
the means and methods of construction.

3.5.5 Once the final Baseline Schedule is accepted by the CA through the
CPM, it becomes the Baseline Schedule, and may not be changed;
activities cannot be added or deleted, relationships between activities
must remain, and the NTP and Substantial Completion dates cannot be
changed, except as allowed by Article 7, “Changes in the Work or Terms
of Contract Documents”. The Baseline Schedule shall be updated monthly by the DBT. The updated schedule shall status all activities, and such updated schedule will be the “progress schedule.”

3.5.6 The Baseline Schedule or a portion thereof shall be submitted at each weekly progress meetings for discussion of activities planned for the two-week look-ahead schedule.

3.5.7 The DBT is responsible for monitoring and maintaining schedule compliance, and as such, shall be responsible for reviewing and assessing the performance and progress of each Subconsultant/Subcontractor, at least monthly; establish a systemic procedure for gathering and analyzing construction data from Subconsultants/Subcontractors incorporate the data into the monthly report in order to provide a summary of the Work to the CPM, PMO and CA. The monthly report must include the current progress schedule.

3.5.8 Float in the schedule shall be for the benefit of the COUNTY only and may be used by either party. Suppression or consumption of float by extended activity duration, dummy activities, preferential sequencing or other techniques is not permitted.

3.5.9 The DBT shall provide rates of progress consistent with the approved Baseline Schedule. Whenever Critical Path activities fall behind the planned schedule of construction, the DBT must notify the CPM and CA in writing, within five (5) calendar days, and advise both of the actions being taken by the DBT to return the Work to the Baseline Schedule or to request approval from the CPM and CA to revise the sequence of activities to maintain the Substantial Completion date and the Final Completion date.

3.6 The DBT shall provide monthly reports of the design and construction activities to the CPM and CA for approval. The monthly report must contain: an executive summary, a summary of schedule compliance, a summary of critical issues, a summary of the project costs and budget compliance, a summary of the activities completed, a summary of the DBE goal achievement, a summary of any incidents or losses, a summary of all claims, and photographs of the Work, if requested. The DBT shall submit four bound copies and an electronic copy of the monthly report to the CPM with the monthly payment application, as a precondition of approval of the payment application.

3.7 Superintendence:

3.7.1 The DBT shall keep on the Project site during construction, a competent full time English speaking superintendent and project manager and any necessary assistants, all satisfactory to the CA and CPM. The DBT's
project manager shall not be changed except with the written consent of CA, unless the DBT’s project manager proves to be unsatisfactory to the DBT or ceases to be in its employ. In which case, the DBT shall immediately notify CA upon the change in project management in writing with identification of the DBT’s replacement project manager. The DBT’s project manager shall represent the DBT and all direction given to the DBT’s project manager shall be binding as if given to the DBT.

3.7.2 The DBT’s project manager shall record daily, at a minimum, the following information in a bound log: the day, date, weather conditions and how any weather condition affected the progress of the Work, time of commencement of work for the day, all work performed, materials, labor, name and number of DBT personnel, equipment and Subconsultants/Subcontractors at the Project site, visitors to the Project site including representatives of COUNTY, CPM, Consultant, regulatory authorities, any special or unusual conditions or occurrences encountered, delays incurred, incidents, emergencies, accidents and the time of termination of work for the day. The DBT’s project manager shall verify each daily record as being true and accurate. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by CA or CPM. Daily logs must be maintained in Prolog unless otherwise required by the CPM.

3.7.3 The DBT, PMO, CPM, Consultant(s) and CA (or CA’s representative) shall meet at least weekly or as determined by the CPM or CA during the course of the Work to review and agree upon the work performed to date and to review the Controlling Items of Work for the next two weeks. The CPM shall record, transcribe, distribute and retain record copies of minutes and any comments thereto of each such meeting in Prolog.

3.7.4 The DBT shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The DBT shall be solely responsible for the means, methods, techniques, sequences, procedures, safety of construction, and security compliance.

3.8 When the DBT receives drawings, specifications and data, from the PMO, CPM, or BCAD, the DBT shall use due diligence to verify all dimensions, quantities and details shown on the drawings, specifications and DCP, or other data, received, and shall notify CPM and CA of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery.

3.9 The DBT has a duty to perform site investigations of the Work area, with due diligence, to obtain existing condition data that would affect the performance or
installation of the Work. Such due diligence shall include, but is not limited to, record searches, geophysical investigations, geotechnical investigations, site inspections, and interviews with parties with knowledge of the Work area. The DBT shall prepare a detailed report documenting the findings of the due diligence investigation and submit the report to the CPM within sixty calendar days of the effective date of the first Notice to Proceed. If differing site conditions are encountered, then DBT shall proceed in accordance with Section 7.15.

3.10 Submittals:

3.10.1 When the DBT provides submittals to the CPM, COUNTY, CA, or PMO, the DBT must attach a properly and fully completed Transmittal letter as shown in Exhibit C, Division 1 General Requirements, attached.

3.10.2 As part of the submittal of design drawings, the DBT shall provide the CPM with submittals for purposes of demonstrating compliance with the Performance Criteria requirements. Such submittals shall include, but are not limited to, shop drawings, fabrication drawings, mix designs, mill reports, product samples, product data, and warranties.

3.10.3 Where equipment or materials, necessary to achieve Performance Criteria, require coordination between multiple submittals, the DBT must submit all coordination submittals to demonstrate that Performance Criteria are achieved.

3.10.4 The DBT shall not substitute equipment or materials following the review of the submittal by the CPM, without written authorization by the CPM and the CA.

3.11 Field Layout of the Work and Project Record Documents:

3.11.1 The entire responsibility for establishing and maintaining line and grade in the field lies with the DBT which shall be based upon site boundary limits, horizontal and vertical control supplied in the DCP. The DBT shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, manholes, handholes, fittings or other accessories/features and shall prepare a complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document as a condition precedent to requesting Final Payment. Final surveys shall be submitted in hardcopy and as an electronic media submittal prepared in accordance with requirements for electronic media submittals as specified elsewhere in the Contract Documents. The cost of all such field layout and recording work is included in the Lump Sum Amount.
3.11.2 The DBT shall maintain in a safe place at the Project site, one record copy of all drawings, plans, specifications, addenda, written amendments, Change Orders, Field Orders, Supplemental Instructions, Lump Sum Adjustment Memorandum (LSAM), Submittals and written interpretations and clarifications of the DCP or Performance Criteria, in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by the DBT as “Project Record Documents”. These project record documents together with all samples and a counterpart of all submittals shall be available at all times to COUNTY, PMO, CPM and Consultant(s) for reference. The DBT must maintain a backup for each project record document using electronic means such as external disks, flash drives, or other forms of electronic media. Upon Final Completion of the Project and prior to final payment, these project record documents, including submittals and other documents required elsewhere in the Contract Documents and specifications shall be delivered to the CPM.

3.11.3 Prior to Substantial Completion, and as a precondition of achieving Substantial Completion, the DBT shall deliver to CPM all equipment data, along with its recommended spare parts list, spare parts, maintenance manuals, manufacturer’s warranties and operations manuals as may be required within the Contract Documents for the COUNTY’s employees and agents to maintain and operate any equipment provided as part of the Work. Also prior to Substantial Completion, the DBT shall provide all necessary training to BCAD staff regarding the maintenance and operation of any equipment provided as part of the Work, in accordance with Exhibit C, Division 1 General Requirements, Section 43, “Project Closeout”.

3.11.4 Prior to, and as a condition precedent to Final Payment, the DBT shall submit to CPM, the DBT survey and record drawings and other Project record documents acceptable to CA in accordance with the requirements set forth in Exhibit C, Division 1 General Requirements, Section 43, “Project Closeout”.

3.12 The DBT will be responsible for performing all quality control testing and inspection for purposes of confirming that the Work complies with the specifications, manufacturer’s requirements, and (as applicable) local/regional/state/jurisdictional building codes. The COUNTY will have all quality acceptance testing performed by a separate QAMT consultant, for purposes of COUNTY’s acceptance of the Work.

3.12.1 Consultants and CA shall at all times have access to the Work, and the DBT shall provide for use by the Consultants and CA the facilities described in the Exhibit C, Division 1 General Requirements for such access and for inspecting, measuring and testing.
3.12.2 Should the Contract Documents, CPM’s instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, the DBT shall provide for the Consultant and CPM, a two (2) week look-ahead schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an authority other than COUNTY, the DBT shall provide notice to the agency, a minimum of seven (7) calendar days prior to the date for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work which requires approval is covered up without approval or consent of CPM or Consultant, it must, if required by CPM or Consultant, be uncovered for examination and properly restored to the satisfaction of the CPM or Consultant at no additional cost to COUNTY.

3.12.3 Reexamination of any of the Work may be ordered by Consultants with prior written approval by the CA, and if so ordered, the Work must be uncovered by the DBT. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of re-examination and replacement by means of an appropriate Change Order. If such Work is not in accordance with the Contract Documents, the DBT shall correct the nonconforming work at no additional cost to COUNTY.

3.12.4 Payment by COUNTY for Tests:

3.12.4.1 Except when otherwise specified in the Contract Documents, the expense of quality acceptance tests required by the Contract Documents shall be borne by the COUNTY and performed by a testing firm chosen by the CA. The cost of any failed test shall be paid for by the DBT. Once a failed test has been received, only the cost of retesting where the test passes shall be paid for by the COUNTY. Payment for any failed test will be charged to the DBT by deducting failed testing charges from the Lump Sum Amount.

3.12.4.2 Retesting required because of non-conformance to the requirements of the Contract Documents may be performed by the same or an alternate testing firm selected by the CA.

3.12.4.3 The COUNTY shall provide quality acceptance testing for the Work through a QAMT consultant. Final acceptance of the Work will be determined when CPM recommends, and CA confirms and accepts the tests of QAMT as meeting or exceeding the governing standards of the agencies having jurisdiction, as applicable. The DBT shall arrange for access to the Work for the QAMT to perform testing. The DBT shall be
responsible for providing quality control testing for purposes of confirming that the Work complies with the Contract Documents.

ARTICLE 4 – TIME FOR PERFORMANCE; DBT DAMAGES; LIQUIDATED DAMAGES

4.1 The DBT shall perform the services described in Design-Build Criteria Package within the time periods specified, or as required in the Project Schedule.

4.2 Notice to Proceed (NTP): Prior to beginning the performance of any services under this Agreement, the DBT must receive a Purchase Order and a NTP. More than one NTP may be issued if the Work is to be completed in phases, or only a portion of the Work has been authorized, by the CA. Further, the DBT must receive written approval from CA prior to beginning the performance of services. Prior to granting approval for the DBT to proceed to a subsequent phase, CA may, at his or her sole option, require the DBT to submit the itemized deliverables/documents identified in the DCP for CA review.

4.2.1 A NTP will be issued for the development of design documents including the attainment of permits upon review and approval by the agencies. Work not requiring a permit may proceed following written request by the DBT to the CPM and written authorization by the CA.

4.2.2 A NTP will be issued for the construction work. Receipt of necessary permits by the DBT is a condition precedent to the issuance of any NTP for any permitted construction work.

4.3 Time is of the essence throughout this Agreement.

4.4 Component Completion: The FAA will need to conduct flight checks of the runway in June of 2014. In order for the FAA to complete its flight checks, certain components of the Work need to be completed and in place to enable all of the contractors to finalize and complete certain elements of the entire runway project that are required for the flight checks to proceed. Portions of the Work pursuant to this Project are needed on a timely basis because they are integral to the entire runway project. The work in subsequent Bid Packages, is to be constructed by others, are dependent upon the acceptable completion of certain components of this Project. Specifically, the DCP embankment, electrical duct bank(s), runway structural surface and approach slabs are required to be in place timely to allow other contractors to complete the runway lighting, signage, markings and FAA NAVIDS. Liquidated damages set forth in Section 4.6 shall apply to each separate component described herein. The acceptable completion dates for these components follows.
In order to allow for the completion on the west embankment on and east of existing Runway 13-3 upon its closure, any and all work west of the Synthetic Bale Barriers protecting the Temporary Drainage Swale as shown on the DCP Volume II Concept Drawings, Airfield Storm Drainage Plans, Sheets C 07.02 and C 07.04 must be completed, in accordance with the Contract Documents, on or before June 1, 2013. This shall be known as the West Component Completion Date.

In order to allow for the placement of the East Wedge as shown on the DCP Volume II Concept Drawings, Runway/Taxiway Structures Grading Section, Sheet C 06.02, the East DCP Embankment up to the proposed subgrade must be completed, in accordance with the Contract Documents, on or before August 1, 2013. This shall be known as the East Wedge Component Completion Date.

In order to allow for the completion of the airfield pavement the East Approach Slab as shown on the DCP Volume II Concept Drawings, Runway/Taxiway Structures Grading Section, Sheet C 06.02, must be completed, in accordance with the Contract Documents, on or before October 1, 2013. This shall be known as the East Approach Slab Component Completion Date.

In order to allow for the placement of the West Wedge as shown on the DCP Volume II Concept Drawings, Runway/Taxiway Structures Grading Section, Sheet C 06.02, the West DCP Embankment up to the proposed top of subgrade must be completed, in accordance with the Contract Documents, on or before February 1, 2014. This shall be known as the West Wedge Component Completion Date.

In order to allow for the completion of the runway surface markings, airfield electrical work and airfield signage the runway structural deck and west approach slab as shown on the DCP Volume II Concept Drawings, Runway/Taxiway Structures Grading Section, Sheet C 06.02 must be completed, in accordance with the Contract Documents, on or before March 1, 2014. This shall be known as the Runway Deck Component Completion Date.

There may be other components not listed above, that are necessary to complete the runway in time for the FAA flight checks. The DBT shall cooperate with BCAD, PMO, CPM and other contractors to allow for the timely completion of these other components. If any changes in the Work from the approved Baseline Schedule or current accepted Progress Schedule are required to facilitate other components, said changes shall be done in accordance with Article 7, “Changes in the Work or Terms of Contract Documents”.

The aforementioned Component Completion dates are based upon a construction Notice to Proceed for the Runway and Taxiway Structures on or before January 2, 2012.
4.5 In the event DBT is unable to achieve Component Completion of the portion of the Work, because of delays resulting from untimely review by governmental authorities having jurisdiction over the Project, and such delays are not the fault of DBT, or because of delays which were caused by factors outside the control of DBT, COUNTY may grant a reasonable extension of time for completion of the services in accordance with Section 7.13, “Excusable Delay: Compensable & Non-Compensable”. It shall be the responsibility of DBT to notify COUNTY in writing within 5 calendar days of the on-set of a delay. The DBT shall inform COUNTY in writing of all facts and details related to the delay within 30 calendar days following the end of the delay.

4.6 In the event DBT fails to achieve Component Completion of the portion of the Work, on or before the Component Completion date, or within the duration period specified in the Agreement with COUNTY, as adjusted with approved Change Order, and the failure to achieve Component Completion is caused in whole or in part by a negligent act, error or omission, or unexcused delay of DBT, then the DBT shall pay to COUNTY $50,000.00 per calendar day for each day the components necessary to allow the runway contractor to complete its Work. Reference hereof, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between DBT and COUNTY are incorporated herein.

4.7 The DBT must submit as-built drawings to the CPM within forty-five (45) calendar days of each Substantial Completion. The DBT will be assessed Liquidated Damages in the amount of five thousand dollars ($5,000) per calendar day for each calendar day the as-built drawings are not submitted in accordance with the requirement of this Section. The Project shall achieve Final Completion and the DBT shall be ready to submit final payment in accordance with Article 5, “Compensation”, within one hundred twenty (120) calendar days from the date certified by CA as the date of Substantial Completion of the final Phase of the Project.

4.8 In the event the DBT is unable to achieve Substantial Completion of the Work because of delays resulting from untimely review by governmental authorities having jurisdiction over the Project, and such delays are not the fault of the DBT, or because of delays which were caused by factors outside the control of the DBT, COUNTY may grant a reasonable extension of time for completion of the services in accordance with Section 7.13, “Excusable Delay: Compensable & Non-Compensable”. It shall be the responsibility of the DBT to notify CA in writing within five (5) calendar days of the on-set of a delay. The DBT shall inform CA in writing of all facts and details related to the delay within thirty (30) calendar days following the end of the delay.

4.9 The Substantial Completion date shall be 844 calendar days from the first Notice to Proceed, which will be effective no later than November 2, 2011. In the event the DBT fails to achieve Substantial Completion of the Work on or before the
Substantial Completion date, or within the duration period specified in the Agreement with COUNTY, as adjusted by approved Change Order(s), and the failure to achieve Substantial Completion is caused in whole or in part by a negligent act, error or omission, or unexcused delay of the DBT, then the DBT shall pay to COUNTY thirty thousand dollars ($30,000) for each calendar day that the Work exceeds the Substantial Completion date.

4.10 These amounts are not penalties but are liquidated damages to COUNTY for the DBT’s inability to complete the Project in a timely manner pursuant to the agreed upon Baseline Schedule. Liquidated damages are hereby fixed and agreed upon by 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 or dispute concerning the amount of said damages and the cost and effect of the failure of the DBT to complete the respective phases within the applicable time for performance. This provision shall not affect the rights and obligations of either party as set forth in Article 9, “Indemnification”.

4.11 Substantial Completion Date: When the DBT considers the Work, or portion thereof, has achieved Substantial Completion, the DBT shall notify the CA, CPM and PMO in writing, in accordance with the requirements in (Exhibit C, Division 1 General Requirements, Section 13, “Use of Completed Portions”). The CPM shall then promptly make a preliminary inspection of the Work. When the CPM, on the basis of the preliminary inspection, determines that the Work or designated portion thereof is substantially complete, CPM will notify the PMO and CA. CA shall then, with the CPM, PMO and the DBT, perform the CA’s Substantial Completion inspection. At the completion of the CA’s Substantial Completion inspection, the CPM shall issue a Substantial Completion inspection report determining whether Substantial Completion has been achieved and a Substantial Completion punch list.

4.11.1 When the CA’s Substantial Completion Inspection has determined that Substantial Completion of the Work, or a portion thereof, has been achieved, the CPM shall prepare a certificate of Substantial Completion in the form attached in Division 1 General Requirements. The certificate of Substantial Completion shall state: 1) the date of Substantial Completion; 2) the responsibilities of COUNTY and the DBT for security, maintenance, payment for utilities, maintenance of utility service, damage to the Work, and insurance; and 3) list all work yet to be completed (Substantial Completion punch list) to satisfy the requirements of the Contract Documents for Final Completion.

4.11.2 The failure to include any items of corrective work on the Substantial Completion punch list does not alter the responsibility
of the DBT to complete all of the Work in accordance with the Contract Documents.

4.11.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the certificate of Substantial Completion.

4.12 Final Completion Date: When the DBT considers the Work has achieved Final Completion, the DBT shall notify CA, CPM and PMO in writing, in accordance with the requirements in Exhibit C, Division 1 General Requirements, Section 43, “Project Closeout”. The CPM shall then promptly make a preliminary inspection of the Work. When the CPM, on the basis of the preliminary inspection, determines that the Work has achieved Final Completion, the CPM will notify the PMO and CA. CA shall then, with the CPM, PMO and the DBT, perform the CA’s Final Completion Inspection. At the completion of the CA’s Final Completion inspection, the CPM shall issue a letter establishing Final Completion date. Should the DBT fail to achieve Final Completion within the time specified in Section 4.7 above, plus approved time extensions, the DBT shall pay to COUNTY the sum of Four Thousand Dollars ($4,000) for each calendar day.

4.13 Use of Completed Portions:

4.13.1 COUNTY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents.

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

4.13.2.1 The DBT shall complete the Work or portion of Work, to the point of Substantial Completion and request inspection and issuance of a certificate of Substantial Completion in accordance with Exhibit C, Division 1 General Requirements, Section 43, “Project Closeout”.

4.13.2.2 Upon CA’s issuance of a certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, payment for utility use, wear and tear damage by COUNTY or the public, adjustment of non OCIP insurance coverages and start of warranty for the occupied area, unless otherwise agreed in writing by the Parties. The DBT shall be responsible to maintain all utility services
required to support the operation of the portion of Work occupied at the COUNTY.

4.13.2.3 The DBT shall complete all items noted on the certificate of Substantial Completion punch list, and request final inspection and final acceptance of the portion of the Work occupied in accordance with Exhibit C, Division 1 General Requirements, Section 43, “Project Closeout”.

4.13.2.4 If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and the DBT. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the DBT to such occupancy or use shall not be unreasonably withheld.

ARTICLE 5 – COMPENSATION

5.1 In full consideration of the full and complete performance of the Work and all other obligations of the DBT, pursuant to the Contract Documents, the COUNTY shall pay to the DBT the Lump Sum Amount of One-Hundred Sixty-Seven Million Three-Hundred Eighty-Eight Thousand Dollars ($176,388,000.00), which is a portion of the Total Contract Price. The Total Contract Price shall be as set forth below, as adjusted by any approved Change Orders.

<table>
<thead>
<tr>
<th>LUMP SUM AMOUNT</th>
<th>Lump Sum</th>
<th>$176,388,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Contingency Amount</td>
<td>Lump Sum</td>
<td>$  3,480,000.00</td>
</tr>
<tr>
<td>For Debris Field Removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT PRICE</strong></td>
<td>Lump Sum</td>
<td><strong>$179,868,000.00</strong></td>
</tr>
</tbody>
</table>

5.2 The DBT schedule of values is shown in Exhibit D, “Schedule of Values” attached hereto. The DBT shall incorporate this schedule into its Application and Certification for Payment form, and expand the, schedule of values, to show: Agreement amount, amended amount, amount this period, retainage this period, total amount billed to date, total retainage to date, amount remaining to complete, and percent complete. The CA shall have the right to require additional information shown on the schedule of values.

5.3 Owner’s Contingency Account: The Owner’s Contingency Account is available at the discretion of the CA to cover costs necessary to remove debris from the project site. The DBT shall not perform work subject to the Owner’s Contingency Account without the CA’s prior issuance of a Lump Sum Adjustment Memorandum transferring such approved amounts to the DBT’s Lump Sum
Amount, and authorizing the DBT to proceed with subject work. At final payment, any amount remaining in the Owner’s Contingency Account shall be retained by the COUNTY. Owner’s Contingency Account funds may be used to cover debris field removal at the unit price of $87.00 per cubic yard.

5.4 Construction Costs: Cost of all labor, materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, loading and off-loading materials and equipment, and manufacturers’ field services required in connection therewith, rentals of all construction equipment and machinery and the parts thereof whether rented from the DBT or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

5.5 Payment for Mobilization, Insurance and Bonds:

5.5.1. Insurance and Bonds shall be paid as follows: the amount of items 1 A, B, C, D on Exhibit D: Schedule of Values shall be paid after the issuance of the first Notice to Proceed, upon the approval of a proper and complete pay application for the same by the DBT.

5.5.2. Mobilization shall be paid as follows: 25% upon the effective date of the first Notice to Proceed (Design); 25% upon the approved preliminary Baseline Schedule; 25% upon the effective date of the construction Notice to Proceed; 25% upon the approval of the final Baseline Schedule.

5.6 General Condition Costs include but are not limited to:

5.6.1 the cost of telephone, telegrams, postage, photographs, reproduction expenses, office trailers, office supplies, first aid supplies, drinking water facilities, sanitary facilities, hand tools, and related miscellaneous costs reasonably incurred in direct support of the Work at the Project location;

5.6.2 the cost of premiums (Net) on bonds. Bonds shall be provided by companies acceptable to the COUNTY. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments. COUNTY approval shall not be required on Subconsultant/Subcontractor bonds;

5.6.3 the cost of insurance, if any, that the DBT is obligated to secure and maintain under the terms of the Agreement, insurance that is not covered by OCIP program. Such insurance may include coverage for parties excluded under the OCIP program. Premiums paid shall be net of trade discounts, volume discounts, dividends and other adjustments.
Documents and such other insurance as may be required, subject to the written approval of the COUNTY;

5.6.4 the cost of obtaining and using any utility services required for the Work that are not paid directly by COUNTY, including fuel and sanitary services at the Project site;

5.6.5 the cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require Subconsultants/Subcontractors to remove all debris daily created by their activities, and the DBT shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the Subconsultants/Subcontractors who fail in this regard. Provided, however, the DBT shall not be required to remove debris created by the COUNTY’S separate Contractors except pursuant to Change Order procedures set forth herein;

5.6.6 the cost of federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes.

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

5.6.6.2 Taxes shall be a cost of work under Article 5, “Compensation”. All such taxes that are required as of the time of Agreement execution shall be included in the Lump Sum Amount. Taxes for all work performed by Subconsultants/Subcontractors shall be considered as Cost of Work and included in the bid of each Subconsultant/Subcontractor.

5.6.7 The proportion of necessary transportation, travel and subsistence expenses of the DBT’s employees, including travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work;

5.6.8 Cost, including transportation and maintenance, of all materials and supplies which are consumed in the performance of the Work;

5.6.9 Deposits lost for causes other than the DBT’s negligence, royalty payments and fees for permits and licenses;
5.6.10 The cost and expenses, actually sustained by the DBT in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:

5.6.10.1 The responsibility of the DBT under Article 8, Owner Controlled Insurance Program (OCIP), reimbursable by non OCIP insurance or otherwise,

5.6.10.2 Due to the failure of the DBT to comply with the requirements of the Contract Documents with respect to insurance, or

5.6.10.3 Caused by the DBT.

Costs for sections 5.6.10.1, 5.6.10.2 and 5.6.10.3 shall be the DBT’s responsibility and at no additional cost to the COUNTY.

5.7 Method of Billing:

5.7.1 The DBT shall submit a draft pencil copy to CPM for approval, of the quantities of work and earned value. The pencil copy shall be completed for each pay application made by the DBT. As a precondition of the CPM’s review of the DBT draft payment application, the DBT shall:

5.7.1.1 demonstrate to the CPM that the as-built drawings are revised to show work performed up to the date of the draft pencil copy date; and,

5.7.1.2 update the progress schedule and provide the CPM with electronic and hard copies.

5.7.2 Following approval of the pencil copy by the CPM, the DBT shall complete the payment application with all attachments and submit to the CPM for review and acceptance by CA.

5.7.3 The DBT shall submit payment applications, on the form attached hereto as Form A, Application and Certification for Payment, which shall be submitted on a monthly basis, no later than the tenth (10th) day of each month for the work completed in the prior month. The payment application shall identify the project name, applicable project number(s), application period (start and end dates), P.O. number, and other Project information as required by the CPM.

5.7.4 Payment applications shall include the necessary forms to demonstrate the cumulative amount of DBE participation to date by completing Form B, Monthly DBE Utilization Report. A completed payment application shall be
accompanied by a completed Form C, Certification of Payments to Subconsultants/Subcontractors.

5.7.5 The DBT shall provide the CPM with a copy of Certified Payrolls on a weekly basis in accordance with Department of Labor and FAA requirements, based on a schedule established by the CPM.

5.7.6 The DBT shall pay all employees, and require the Subcontractors at every tier level, to pay employees a minimum of the Davis-Bacon Wage Rates as indicated in Exhibit E and shall submit the Statement of Compliance with each pay application in substantially the form attached hereto as Form J.

5.8 Prompt Payment during construction. During the construction phase of this project the following shall apply:

Each Application for Payment shall be submitted in triplicate to CPM as follows:

Parsons Transportation Group  
4101 Ravenswood Rd., Suite 319  
Dania Beach, FL 33312  
Attn: Bryan Rerko

All such applications for payment (hereinafter “Invoices”) shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be paid pursuant to the requirements of state law. If a dispute regarding payment between BCAD and the DBT cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure set forth in Article 16 hereof or if the claim is regarding timeliness of the payment only, then such a claim will be resolved pursuant to the requirements of the COUNTY Prompt Payment ordinance.

5.9 Retainage: The DBT acknowledges and agrees that the retainage amount set forth shall be applied to the entire contract Lump Sum Amount.

5.9.1 Pursuant to FAA General Provisions 90-06, 90-07 and 90-09, ten percent (10%) of all monies earned by the DBT shall be retained by COUNTY until Final Completion and acceptance by COUNTY. Except as provided by the Contract Documents, any interest earned on retainage shall accrue to the benefit of the COUNTY.

5.9.2 Subsequent to Final Completion and prior to Final Payment, CA may reduce retainage to a nominal amount at the sole discretion of the CA.
Any reduction in retainage shall be recommended by CPM, and the DBT shall have no entitlement to a reduction.

5.9.3 The DBT must submit a consent of surety, in a form acceptable to the CA, for release of any retainage as an attachment to the applicable payment application.

5.9.4 The DBT must submit a consent of surety in a form acceptable to the CA, for final release of payment with the final pay application.

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

5.10.1 defective or non-conforming work not remedied; or

5.10.2 claims filed or reasonable evidence indicating probable filing of claims by other parties against the DBT; or

5.10.3 failure of the DBT to make payments properly to Subconsultants/Subcontractors or for material or labor; or

5.10.4 damage to another contractor not remedied; or

5.10.5 liquidated damages and costs incurred by Design Criteria Professional, CPM, and QAMT for extended construction administration; or

5.10.6 if the remaining Lump Sum Amount is insufficient to complete the Work in the opinion of the CPM; or

5.10.7 failure to maintain DBE commitment established in the Agreement; or

5.10.8 failure to perform the requirements of the Agreement; or

5.10.9 failure to maintain schedule.

5.11 Final payment to the DBT shall be made only after the COUNTY’S Director of Purchasing has reviewed a written evaluation of the performance of the DBT prepared by the CA, and if required, the Broward County Board of County Commissioners has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by the DBT.

5.12 The DBT shall remain solely liable for work performed by any unpaid laborer, material supplier or Subconsultant/Subcontractor, in the event it is later discovered that said work is deficient or that any of said laborers, material suppliers or Subconsultant/Subcontractor did not receive payments due them on the Project.
5.13 The DBT shall promptly pay (in accordance with State Law or federal requirements as applicable), all bills for labor and material performed and furnished by its Subconsultant/Subcontractor, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work.

5.14 Prompt Payment - The DBT hereby agrees to pay its Subconsultants/Subcontractors and suppliers within ten (10) calendar days following receipt of payment from the COUNTY for work satisfactorily completed by the Subconsultants/Subcontractors that is not disputed by the DBT. Any disputed work shall be reported on Form C. The DBT further agrees, if the DBT has withheld retainage from its Subconsultants/Subcontractors, to release such retainage upon satisfactory completion of all work to be performed by DBE Subconsultants/Subcontractors. All retainage held for such completed work shall be paid by the DBT to such Subconsultants/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.

5.15 A finding of nonpayment to Subconsultants/Subcontractors and suppliers is a material breach of this Agreement. Broward County may, at its option, withhold appropriate payments and make direct payments to Subconsultants/Subcontractors(s) to the extent necessary to ensure compliance with this provision. Should this enforcement action occur, the DBT hereby waives any and all claims for nonpayment or other breach of this Agreement it may have against the COUNTY associated with such direct payment to a Subconsultants/Subcontractors.

The CA shall release retainage to the DBT to the extent necessary for the DBT to comply with this prompt payment obligation, provided the DBT: (a) separately requests such release of retainage; (b) certifies to COUNTY that the requested release of retainage to the Subconsultants/Subcontractors is required by this provision; (c) obtains the consent of the surety; and (d) provides evidence within ten (10) calendar days following payment of such retainage to the DBT that such amount was paid to the proper Subconsultants/Subcontractors or supplier.

Release of retainage by COUNTY pursuant to this provision shall not constitute acceptance by the COUNTY of any of the Work. The presence of a pay when paid provision in a contract shall not preclude Broward County’s inquiry into allegations of non-payment. The remedies above shall not be employed when the DBT certifies that it has a bona fide dispute with a Subconsultants/Subcontractors that has resulted in nonpayment to the Subconsultants/Subcontractors or supplier; the DBT includes in the certification a description of the nature and amount of the dispute; and, the DBT establishes in the certification a time period in which the DBT intends to resolve the dispute and report the results to the COUNTY.
The DBT shall include the foregoing prompt payment language in all of its contracts with Subconsultants/Subcontractors. Designated Staff of the OESBD will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

**ARTICLE 6 – COUNTY’S RESPONSIBILITIES**

6.1 The CA shall assist the DBT by providing information the COUNTY has available pertinent to the Project, including previous reports and other data relative to design or construction of the Project.

6.1.1 The DBT has the duty to perform due diligence of the information provided by the CA for the reported conditions. Any discrepancy between the CA’s provided information and the findings of the due diligence efforts must be brought to the CA’s attention in writing within five (5) calendar days of the discovery of any discrepancy or discrepancies.

6.1.2 The DBT shall not proceed with any Work prior to receiving a written response from the CA regarding the disposition of discrepancies.

6.2 The CA shall make provisions for the DBT to enter upon public and private property as required for the DBT to perform its services.

6.3 The CA, or its designee, shall review the itemized deliverables/documents identified in the DCP. The COUNTY or its designee shall respond in writing with any comment within the time set forth on the DCP.

6.4 The CA shall give prompt written notice to the DBT whenever the CA observes or otherwise becomes aware of any development that affects the scope or timing of the DBT's services or any defect in the Work of the DBT.

6.5 The CA is given, and at all times will retain, authority to stop the progress of the Work whenever, in the opinion of the CA, with the consultation of the CPM, such stoppage is necessary to insure proper execution of the Work, and to fulfill the terms of the this Agreement, or in an emergency affecting the safety of life, the Work or adjoining property.

**ARTICLE 7 - CHANGES IN THE WORK**

7.1 Without invalidating the Agreement, the COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the Work including, but not limited to, the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the
proposed construction in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate document as provided for in this Agreement. The DBT shall not start work on any changes requiring an increase in the Total Contract Price or the Contract Time until the appropriate documentation is issued by the CA.

7.2 Lump Sum Adjustment Memorandum (LSAM): During the progress of design and construction, the Lump Sum Amount may be increased by issuance of a Lump Sum Adjustment Memorandum detailing the terms of the transfer.

7.3 Change Order: Change to the Total Contract Price or Contract Time. An adjustment of Contract Time or Total Contract Price may be authorized by the CA consistent with Article 7, “Changes in the Work or Terms of Contract Documents”, the CA’s authority, and the Division 1 General Requirements. Any change in Contract Time must be made with a written Change Order as described below.

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

7.3.2 The DBT’s compensation on such changes shall be determined as follows:

7.3.2.1 A mutually acceptable overhead and profit fee not to exceed seventeen and one-half percent (17.5%) of the net increase to the cost of the Change Order.

7.3.2.2 Subconsultant's/Subcontractor's percentage markup on Change Orders for overhead and profit shall be reasonable, but in no event shall the Subconsultant's/Subcontractor's overhead and profit markups exceed fifteen percent (15%) of the net change to the Subconsultant's/Subcontractor's cost of the Change Order.

7.3.2.3 In the event Subconsultant/Subcontractor is affiliated with the DBT by common ownership or management, or is effectively controlled by the DBT, no fee will be allowed on the Subconsultant’s/Subcontractor’s costs.
7.3.2.4 In the event there is more than one level of Subconsultant/Subcontractor, such as second and third tier Subconsultants/Subcontractors, the sum of all of the Subconsultants/Subcontractors including any tiered Subconsultants/Subcontractors’, percentage markups for overhead and profit shall not in the aggregate exceed twenty percent (20%) of the net change to the Subconsultants/Subcontractors’ cost of the Change Order.

7.3.2.5 If changes to contracted work affect the Lump Sum Amount, such changes shall be accomplished in accordance with this Article 7, “Changes in the Work or Terms of Contract Documents”. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the Lump Sum Amount, if any. The DBT’s proposal for any decrease in the Lump Sum Amount shall include an eight and three-quarters percent (8.75%) credit to the COUNTY.

7.3.3 Whenever a change in Subconsultant/Subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the DBT shall submit a detailed cost estimate, indicating costs for labor, materials, equipment, and overhead/profit, obtained from the Subconsultant/Subcontractor and acceptable to CPM. The breakdown shall list in detail the total quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one Subconsultant/Subcontractor and the change is an increase in the Total Contract Price, overhead and profit percentage of each Subconsultant/Subcontractor and the DBT, if applicable, shall be itemized separately.

7.4 Construction Change Directive: All construction change directives shall be issued and performed in accordance with Division 1 General Requirements, Section 29, “Contract Modification Procedures”.

7.5 Pursuant to the County Procurement Code, as amended or waived from time to time, or as otherwise allowed by the Agreement or the Board, all changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of two hundred and fifty thousand dollars ($250,000.00) or more shall be approved in advance by the Board of County Commissioners. All Change Orders with a value of less than $250,000.00 shall be approved in advance as provided in the County Procurement Code as amended or waived from time to time, or as otherwise allowed by the Agreement or the Board.
7.6 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Lump Sum Amount or Contract Time, and a Change Order has not been issued, the COUNTY reserves the right at its sole option to delete the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the CPM or the DBT may submit the matter in dispute to the County Administrator, as set forth in Article 16, “Resolution of Disputes”, herein. During the pendency of a dispute pertaining to whether a change order is appropriate or not and upon receipt of a Change Order issued unilaterally by COUNTY or CA, as applicable, the DBT shall promptly proceed with the change in the Work involved and advise the CPM and CA in writing within seven (7) calendar days of the DBT’s agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Lump Sum Amount or Contract Time.

7.7 Upon approval of any change increasing the Lump Sum Amount, the DBT shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Lump Sum Amount as increased. The COUNTY shall reimburse the DBT for the actual cost of the increase in the premium for such increased Performance Bond and Payment Bond and non-OCIP insurances as applicable.

7.8 To avoid delays to the Project and to mitigate damages to the parties, Change Orders may be issued unilaterally by the COUNTY or the CA, as applicable.

7.9 Field Orders and Supplemental Instructions: All field orders and supplemental instructions issued by the Architect/Engineer shall become Contract Documents.

7.10 Field Orders and Supplemental Instructions: All field orders and supplemental instructions issued by the Architect/Engineer shall become Contract Documents.

7.10.1 The Architect/Engineer may issue Field Orders, with a copy to the CPM, setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Lump Sum Amount or Contract Time or degradation of project quality as determined in the sole discretion of the CA.

7.10.2 The Architect/Engineer shall issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents, provided such Supplemental Instructions involve no change in the Lump Sum Amount or Contract Time or degradation of project quality as determined in the sole discretion of the CA.

7.11 The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of, and through no fault or negligence of, the DBT if a claim, validated by the CPM and approved by the CA, is made therefore as provided in Section 7.12, “No Damages for Delay”. Such delays shall include, but
not be limited to, acts or neglect by any separate contractor employed by COUNTY, fires, floods, labor disputes, epidemics, extra ordinary weather conditions or acts of God, or government mandates.

7.11.1 Any claim for additional Contract Time must show that the Critical Path activities or Controlling Item of Work, were extended beyond the date shown on the approved Baseline Schedule, as updated.

7.11.2 Further, any claim for additional Contract Time must show that the DBT was prevented from performing at least 50% of the activity for three (3) consecutive working days per the Baseline Schedule.

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

7.13 Excusable Delay: Compensable & Non-Compensable

7.13.1 Excusable Delay: Delay which extends the completion of the Work as described in this Article and which is caused by a circumstance beyond the control of the DBT or its Subconsultants/Subcontractors, material persons, suppliers, or vendors is Excusable Delay. The DBT may be entitled to a time extension of the Contract Time for each day the critical path work is delayed due to Excusabale Delay, as described. The DBT shall document its claim for any time extensions as provided in Sections 7.13 and 7.14 herein.

7.13.2 Excusable Delay may be compensable or non-compensable.

7.13.2.1 Compensable Excusable Delay. Excusable Delay is only compensable when (i) the delay extends the Contract Time, and (ii) is due solely to fraud, bad faith or active interference on the part of COUNTY, CPM or its Design Criteria Professional. In no event shall the DBT be compensated for delays which do not extend the Contract Time.
The DBT shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by the DBT shall be limited to the actual additional costs allowed pursuant to Section 5.4, "Construction Costs" herein.

The COUNTY and the DBT recognize and agree that the amount of the DBT’s precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the DBT shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate the DBT for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity, lost profits and all other indirect costs recoverable shall be Twenty Thousand Dollars, ($20,000.00) per day for each calendar day the Baseline Schedule, as updated, is delayed due to a Compensable Excusable Delay.

7.13.2.2 Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of the DBT, its Subconsultants/Subcontractors, material persons, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or (ii) is caused jointly or concurrently by the DBT or its Subconsultants/Subcontractors, material persons, suppliers or vendors and by the COUNTY or Consultants, then the DBT shall be entitled to a time extension equal to the actual number of days delayed on the critical path. The extended General Conditions costs associated with such time extension will in no case entitle the DBT to an increase the Lump Sum Amount, nor any damages for the delay.

The DBT’s Claim for a Change in Lump Sum Amount, Claim for Adjustment in Contract Time, or both.

7.14.1 Any claim for a change in the Lump Sum Amount, claim for adjustment in Contract Time, or both shall be made by written notice delivered by the DBT to the CPM with a copy to Design Criteria Professional, PMO and CA within five (5) calendar days of the discovery of the event giving
rise to the claim for a change in the Lump Sum Amount, or Contract Time or both, and stating the general nature of the change.

7.14.2 The DBT shall provide explanation of the nature and elements of the claim and shall deliver same within thirty (30) calendar days after the date of such written notice as described in Section 7.14.1. In this explanation, the DBT shall provide a detailed written description of the extent of the claim with supporting data to the CPM, unless CPM allows additional period of time to the DBT. The description shall be accompanied by the DBT’s written statement that the adjustment claimed for Lump Sum Amount, Contract Time, or both, is the entire cost adjustment to which the DBT has reason to believe it is entitled as a result of the occurrence of said event.

7.14.3 All claims for adjustment in the Lump Sum Amount, claim for adjustment in Contract Time, or both shall be validated by the CPM. If the CPM and the DBT cannot otherwise agree, either party may request that the resolution be reviewed in accordance with Article 16, “Resolution of Disputes”.

7.14.4 NO CLAIM FOR AN ADJUSTMENT IN THE LUMP SUM AMOUNT, CLAIM FOR ADJUSTMENT IN CONTRACT TIME, OR BOTH WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND DIVISION 1 GENERAL REQUIREMENTS.

7.14.5 All claims validated by the CPM and approved by the CA shall be processed in accordance with Change Order provisions set forth in Article 7, “Changes in the Work or Terms of Contract Documents” and Division 1 General Requirements.

7.15 Differing Site Conditions:

7.15.1 In the event that, during the course of the Work, the DBT encounters a condition materially different from those conditions ordinarily encountered and generally recognized as inherent in the character of the Work or as called for in the Work, the DBT shall, without further disturbing the conditions and before performing any work affected by such conditions, within twenty-four (24) hours after their discovery, notify the CPM in writing of the existence of the aforesaid conditions and include a reference to this section of the Agreement in the notice. PMO, CPM and CA shall, within two (2) calendar days after receipt of the DBT’s written notice, investigate the site conditions identified by the DBT.
7.15.2 If, in the sole opinion of the CA, the conditions do materially so differ and cause an increase in the time required for the performance of any part of the Work, the PMO and the CPM shall recommend an equitable adjustment to the Contract Time, Total Contract Price, or its component contract price elements, which is subject to approval by the CA or the Board pursuant to this Article. If CPM, PMO and the DBT cannot agree on an adjustment in the Contract Time, Total Contract Price, or its component contract price elements, the adjustment shall be determined in accordance with Article 16, Resolution of Disputes.

7.15.3 No request by the DBT for an equitable adjustment or change to the Contract Time, Lump Sum Amount, or its component contract price elements under this provision shall be allowed unless the DBT has given written notice in strict accordance with the provisions of this Article.

7.15.4 No request for an equitable adjustment or change to the Contract Time for differing site conditions shall be allowed if made after the date determined by the CA as the date of Substantial Completion.

ARTICLE 8 – OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

FOR CONSTRUCTION SERVICES
Design Professional section starts at Section 8.5

8.1 County Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program (OCIP) for the Project. The OCIP will be administered by Aon Risk Services of Florida, Inc., Administrator. The OCIP is more fully described in the OCIP Insurance Safety and Loss Prevention Manual, Exhibit F, and the OCIP Insurance Manual, Exhibit G, for the Project. Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The OCIP will provide to Enrolled Parties (as defined below) Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, Excess Liability insurance, Builder’s Risk insurance, and Pollution Liability insurance as summarily described below, in connection with the performance of the Work (“OCIP Coverages”).

8.2 Enrolled Parties and Their Insurance Obligations. OCIP Coverages shall cover Enrolled Parties. Enrolled Parties are: the COUNTY, the OCIP Administrator, Contractor and eligible Subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as COUNTY may designate, in its sole discretion (each party insured under the OCIP is an “Enrolled Party.”) Enrolled Parties shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in the Summary Only Section below, and in the Insurance Manual.
8.2.1 Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following “Excluded Parties”:

8.2.1.1 Hazardous materials remediation, removal and/or transport companies and their consultants;

8.2.1.2 Architects, surveyors, engineers, and soil testing engineers, and their consultants;

8.2.1.3 Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;

8.2.1.4 Contractor and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and

8.2.1.5 Any parties or entities excluded by COUNTY in its sole discretion, even if they are otherwise eligible.

8.2.1.6 Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 8.3, “Additional Insurance Required From Enrolled Parties and Excluded Parties" below, and in the Insurance Manual for all on-site and off-site operations.

8.2.2 OCIP Insurance Policies Establish the OCIP Coverages. The OCIP Coverages and exclusions summarized in this Section 8.2 “Enrolled Parties and Their Insurance Obligations” or in the Insurance Manual are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverages in this Section 8.2, “Enrolled Parties and Their Insurance Obligations” or the Insurance Manual are not intended to be exhaustive, or to alter or amend any provision of the actual OCIP Coverages. In the event that any provision of this Section 8.2, “Enrolled Parties and Their Insurance Obligations”, or the Insurance Manual conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

8.2.3 Summary of OCIP Coverages. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until receipt by Contractor or its Subcontractor of any tier of written acknowledgment of such
coverage from the OCIP Administrator. The OCIP shall provide only the following insurance to eligible and Enrolled Parties:

**Summary Only**

8.2.3.1 **Workers’ Compensation insurance** at the Statutory Limit in compliance with the Workers’ Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate.

This insurance is primary for all occurrences at the Project site.

8.2.3.2 Employer’s Liability Insurance with the following limits:

- Bodily Injury by Accident, each accident $1,000,000
- Bodily Injury by Disease, each employee $1,000,000
- Bodily Injury by Disease, policy limit $1,000,000

This insurance is primary for all occurrences at the Project site.

8.2.3.3 **Commercial General Liability** Insurance provided on ISO Occurrence Form, or its equivalent, with the following limits:

- Each Occurrence Limit $2,000,000
- General Aggregate Limit for all Enrolled Parties $4,000,000
- Products & Completed Operations Aggregate for all Enrolled Parties $4,000,000
- Ten (10) Years Products & Completed Operations Extension

This insurance is primary for all occurrences at the Project site.

8.2.3.4 **Excess Liability Insurance** (over Employer’s Liability & General Liability), with the following limits:

- Combined Single Limit $200,000,000
- General Annual Aggregate for all Enrolled Parties $200,000,000
- Products & Completed Operations Aggregate for all Enrolled Parties $200,000,000
- Ten (10) Years Products & Completed Operations Extension

8.2.3.5 COUNTY shall obtain and maintain **Builder’s Risk insurance** for the Project, providing coverage for all risks of direct physical loss or damage including flood, earthquake, and named windstorm, as more fully described in the original policy wording. Contractor, and all Subcontractors of all tiers performing a portion of the Work on the Project shall be
additional insureds under the Builder’s Risk insurance, as their respective interests appear. The Builder’s Risk insurance will provide for property in the course of construction, including offsite storage, transit, buildings, structures, fixtures, materials, foundations, machinery and equipment, cold testing, and damage to existing property business interruption at the Ft. Lauderdale-Hollywood International Airport and Port Everglades, all as more fully described in the original policy wording. The Builder’s Risk insurance will provide minimum limits of liability of $50,000,000 for physical damage and loss per project, subject to additional sub-limits as set forth in the original policy wording. Contractor shall be responsible for all deductibles under the Builder’s Risk insurance up to $25,000.

8.2.3.6 **Contractor’s Pollution Liability (“CPL”) insurance**, providing coverage for claims for bodily injury, property damage, clean-up costs, and related legal defense expense for pollution conditions that result from, or are disrupted by, the services rendered in performance of the Agreement by or on behalf of Contractor or any Subcontractor. Coverage will include clean up costs, extensions for transportation and disposal, will include full severability of interests, and will not be restricted by any time element limitations, mold, asbestos, or lead based paint exclusions. Coverage will apply to pollution conditions on, at, under, or migrating from the Project site. The CPL insurance shall have the following limits:

<table>
<thead>
<tr>
<th>Each Loss</th>
<th>$200,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$200,000,000</td>
</tr>
</tbody>
</table>

Contractor shall be responsible for all deductibles under the Contractor’s Pollution Liability (“CPL”) insurance, up to $50,000.

8.2.4 **COUNTY’S Obligations.** COUNTY shall pay the costs of premiums for the OCIP Coverages. COUNTY will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Contractor hereby assigns to COUNTY the right to receive all such adjustments, and shall require each of its Subcontractors of all tiers to assign to COUNTY the right to receive all such adjustments. COUNTY assumes no obligation to provide insurance other than that specified in this Article 8 and in the OCIP insurance policies. COUNTY’S furnishing
of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of all tiers of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which Contractor or any of its Subcontractors of all tiers have to COUNTY thereunder. COUNTY reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.

8.2.5 Contractor’s OCIP Obligations. Contractor shall:

8.2.5.1 Incorporate the terms of Section 8.2, “Enrolled Parties and Their Insurance Obligations of this Agreement, concerning the OCIP”, into all subcontract agreements.

8.2.5.2 Enroll in the OCIP within five (5) days execution COUNTY’S request and maintain enrollment in the OCIP for the duration of the Agreement, and assure that each of Contractor’s eligible Subcontractors of all tiers enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Project site.

8.2.5.3 Comply with all of the administrative, safety, insurance, and other requirements outlined in this Article 8, OCIP, the OCIP Insurance Manual, the OCIP Safety and Loss Prevention Manual, the OCIP insurance policies, or elsewhere in the Contract Documents.

8.2.5.4 Provide to each of its Subcontractors of all tiers a copy of the Insurance Manual, and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Article 8, OCIP, and the Contract Documents. The failure of (a) COUNTY to include the Insurance Manual in the bid documents or (b) Contractor to provide to each of its eligible Subcontractors of all tiers a copy of the same shall not relieve Contractor or any of its Subcontractors of all tiers from any of the obligations contained therein.

8.2.5.5 Acknowledge, and require all of its Subcontractors of all tiers to acknowledge, in writing, that COUNTY and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP Insurer”), that neither
 COUNTY nor the OCIP Administrator are responsible for any claims or disputes between or among Contractor, its Subcontractors of all tiers, and any OCIP Insurer(s), and that neither COUNTY nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that Contractor or its Subcontractors of all tiers require for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its Subcontractors of all tiers’ sole responsibility and expense, and shall not be billed to COUNTY.

8.2.5.6 Exclude the Cost of OCIP Coverages from Contractor’s bid or proposal, and ensure that each Subcontractor of every tier excludes the Cost of OCIP Coverages from their respective bids or proposals. The “Costs of OCIP Coverages” is defined as the amount of Contractor’s and its Subcontractors of all tiers’ reduction in insurance costs due to eligibility for OCIP Coverages which includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk. Contractor must deduct the Cost of OCIP Coverages for all Subcontractors of all tiers in addition to their own Cost of OCIP Coverages. Change orders must also be priced to exclude the Cost of OCIP Coverages.

8.2.5.7 Cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in the administration of the OCIP.

8.2.5.8 Provide, within five (5) business days of COUNTY’S or the OCIP Administrator’s request, all documents or information requested of Contractor or its Subcontractors of all tiers relating to eligibility for, enrollment in, or administration of the OCIP. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, including auditable records of the calculation of the bid or Total Contract Price or any subcontract amount, pricing for each cost included in the bid or Total Contract Price or any subcontract amount, or such
other data or information as COUNTY, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify that the Costs of OCIP Coverages were not included in the Total Contract Price or any subcontract amount, or as required by the Insurance Manual. All such records shall be maintained through the term of the Agreement and for a period of three (3) years thereafter.

8.2.5.9 Comply, and require all of its Subcontractors of all tiers to comply with OCIP Administrator’s instructions for electronically enrolling in the OCIP using “Aon Wrap” and for electronically reporting payroll using “Aon Wrap.” If the Contractor or a Subcontractor cannot provide payroll information electronically, they may provide it to the OCIP Administrator.

8.2.5.10 Pay to COUNTY a sum of up to $5,000 for each occurrence under the OCIP’s Commercial General Liability Policy, including court costs, attorneys’ fees and costs of defense for bodily injury or property damage to the extent losses are attributable to Contractor’s Work, acts, or omissions, the Work, acts, or omissions of any of Contractor’s Subcontractors of all tiers, or the Work, acts or omissions of any other entity or party for whom Contractor or its Subcontractor may be responsible (“General Liability Obligation”).

8.3 Additional Insurance Required From Enrolled Parties and Excluded Parties. Contractor shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverages specified in this Section 8.3, “Additional Insurance Required From Enrolled Parties and Excluded Parties”, in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The additional insured endorsement, as required in Section 8.3.9 and 8.4, shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. Contractor shall provide certificates of insurance coverage to COUNTY or the OCIP Administrator as required by the Insurance Manual. Enrolled Parties are to provide evidence of Worker's Compensation, Employer's Liability, General Liability, and Excess Liability insurance, as set out below, for off-site activities, and evidence of Automobile Liability insurance for all activities, both on-site and off-site. Excluded Parties must provide
evidence of all insurance set out below for both on-site and off-site activities.

8.3.1 **Insurance Required From Enrolled Parties and Excluded Parties**

Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, with a $5,000,000 policy limit for vehicles traveling airside at the COUNTY’S Airport.

Workers’ Compensation insurance at the Statutory Limit in compliance with the Workers Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate, and Employer’s Liability insurance with limits of not less than $1,000,000 each accident, $1,000,000 each employee, and with a $1,000,000 policy limit.

8.3.2 **Insurance Required For Excluded Parties, On-Site General Liability, and Off-Site General Liability for Enrolled Parties**

Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (“Occurrence Form”). The limits shall be:

<table>
<thead>
<tr>
<th>Type of Liability</th>
<th>Enrolled/Not Enrolled</th>
</tr>
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<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000/$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000/$2,000,000</td>
</tr>
<tr>
<td>Ten (10) Years Products/Completed Operations Extension</td>
<td></td>
</tr>
</tbody>
</table>

8.3.3 **Insurance Required From Excluded Parties**

If applicable, Contractor’s Pollution Liability insurance for Excluded Parties, with the following limits:

- Combined Single Limit per Occurrence: $2,000,000
- General Annual Aggregate: $2,000,000

If transporting hazardous waste/materials from the Project site, an appropriate MCS-90 Endorsement must be attached and supplied to COUNTY on a primary basis with $5,000,000 limits of liability.

8.3.4 **Insurance Required From Excluded Parties**

Installation Floater coverage for the installation of machinery and/or equipment into an existing structure, on an "All Risk" coverage form including installation and transit for one hundred percent (100%)
percent of the "installed replacement cost value," covering COUNTY as a named insured, with a deductible of not more than Ten Thousand Dollars ($10,000.00) each claim.

8.3.4.1 Cessation of Insurance. Installation Floater coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by Broward County.

8.3.4.2 Flood Insurance. When the machinery or equipment covered under the Installation Floater is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

8.3.5 For all policies provided under this Section 8.3, “Additional Insurance Required From Enrolled Parties and Excluded Parties”, 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.

8.3.6 For all policies provided under this Section 8.3, “Additional Insurance Required From Enrolled Parties and Excluded Parties”, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction.

8.3.7 Contractor shall furnish to the COUNTY, or the OCIP Administrator, Certificates of Insurance or endorsements evidencing their offsite insurance coverage and auto coverage specified above upon five (5) calendar days of COUNTY’S request. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in a standard Accord form 25-S. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the Agreement award. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

8.3.8 Right to revise or reject. Broward County’s Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at any time including but 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.

8.3.9 COUNTY and Architect/Engineer are to be expressly included as an Additional Insured in the name of Broward County Board of County Commissioners with respect to On-Site and Off-Site 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 Architect/Engineer as an additional insured.

Contractor’s failure to procure or maintain the insurance required by this Section 8.3, “Additional Insurance Required From Enrolled Parties and Excluded Parties”, and to ensure that all of its Subcontractors of all tiers of every tier maintain the required insurance during the entire term of their respective Agreements shall constitute a material breach of this Agreement pursuant to which COUNTY may immediately suspend or terminate this Agreement, or, at its discretion, procure or renew such insurance to protect COUNTY’S interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from Contractor.

8.4 Additional Insurance Provisions.

8.4.1 Representations and Warranties: Contractor represents and warrants to COUNTY, and shall require its Subcontractors of all tiers represent and warrant to COUNTY that:

8.4.1.1 All information they submit to COUNTY, or to the OCIP Administrator, shall be accurate and complete.

8.4.1.2 Contractors and their respective Subcontractors of all tiers have had the opportunity to read and analyze copies of the OCIP insurance policies that are on file in COUNTY’S office, and they understand the OCIP Coverages. Any reference or summary in the Agreement, this Section 8, the Insurance Manual, or elsewhere in any other Contract Document as to amount, nature, type or extent of OCIP Coverages and potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverages in formulating any
understanding and belief as to amount, nature, type or extent of any OCIP Coverages and its potential applicability to any potential claim or loss.

8.4.1.3 The Costs of OCIP Coverages were not included in Contractor’s bid or proposal for the Work, or the Total Contract Price, and will not be included in any change order or any request for payment for the Work or extra work.

8.4.1.4 Contractor acknowledges that COUNTY shall not pay or compensate Contractor or any Subcontractor of any tier, in any manner, for the Costs of OCIP Coverages.

8.4.2 Audits: Contractor agrees that COUNTY, the OCIP Administrator, and any OCIP Insurer may audit Contractor’s or any of its Subcontractors of all tiers’ payroll records, books and records, insurance coverages, insurance cost information, bid estimates, or pricing for any cost in the Total Contract Price or any subcontracted Work, or any information that Contractor provides to COUNTY, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy, and to ensure that the Costs of OCIP Coverages are not included in any payment for the Work.

8.4.3 County’s Election to Modify or Discontinue the OCIP: COUNTY may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that Contractor or any of its Subcontractors of all tiers withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor or one or more of its Subcontractors, or both, as specified by COUNTY in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by COUNTY) of the OCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to COUNTY’S approval. The cost of the replacement coverage shall be at COUNTY’S expense, but only to the extent of the applicable Costs of OCIP Coverages.

8.4.4 Withholding Payments: COUNTY may withhold from any payment owed or owing to Contractor or its Subcontractors of all tiers the Costs of OCIP Coverages if they are included in a request for payment. In the event a COUNTY audit of Contractor’s records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by Contractor to COUNTY, or to the OCIP Administrator, or reveals the inclusion of the Cost of OCIP
Coverages in any payment for the Work, COUNTY shall have the right to full deduction from the Lump Sum Amount of all such Costs of OCIP Coverages and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors of all tiers fail to timely comply with any provisions of this Agreement concerning the OCIP, COUNTY may withhold any payments due to Contractor or its Subcontractors of all tiers until such time as they have complied. Such withholding by COUNTY shall not be deemed to be a default under the Contract Documents.

8.4.5 Waiver of Subrogation: Where permitted by law, Contractor hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against COUNTY, the OCIP Administrator, their officers, agents, or employees, and any other Contractor or Subcontractor performing Work or rendering services on behalf of COUNTY in connection with the planning, development and construction of the Project. COUNTY also requires that all Contractor maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor, COUNTY, the OCIP Administrator, and their officers, agents, or employees. Where permitted by law, Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors of all tiers. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

8.4.6 Duty of Care: Nothing contained in this Article 8, or the Insurance Manual shall relieve the Contractor or any of its Subcontractors of all tiers of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract Documents.

8.4.7 Conflicts: In the event of a conflict, the provisions of the OCIP insurance policies shall govern, then the provisions of the Agreement and its other related Contact Documents, then the provisions of the Insurance Manual.
FOR DESIGN PROFESSIONALS ONLY

8.5 **General Commercial Liability:** Architect/Engineer agrees to maintain Commercial General Liability coverage at a limit of not less than Two Million Dollars ($2,000,000.00) Each Occurrence and Two Million Dollars ($2,000,000.00) for aggregate. Architect/Engineer agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Premises or Operations, Product/Completed Operations, Independent Contractors or Contractor’s Owners Protection Liability, Broad Form Property Damage, Broad Form Contractual Liability applicable to this specific, including any hold harmless or indemnification, or both, agreement.

8.5.1 **Additional Insured:** Architect/Engineer agrees to endorse COUNTY as additional insured, to its Commercial General Liability, Umbrella or Excess Liability. The additional insured shall read “Broward County”.

8.6 **Professional Liability or equivalent Errors & Omissions Liability:** Architect/Engineer agrees to maintain Professional Liability coverage with the limits of liability provided by such policy for Five Million Dollars ($5,000,000.00) for each claim with a maximum deductible of One Hundred Thousand Dollars ($100,000.00) per occurrence and Seven Million Dollars ($7,000,000.00) per aggregate. Architect/Engineer shall maintain the claims made form coverage continuously in force for a minimum of six (6) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. Architect/Engineer shall be responsible to pay for all deductibles.

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

8.7 **Workers’ Compensation Insurance and Employers Liability:** Architect/Engineer agrees to maintain Worker’s Compensation insurance and Employers Liability Insurance to apply for all employees in compliance with the “Worker’s Compensation Law” of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer’s Liability with a limit of a minimum of One Hundred Thousand Dollars ($100,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

8.8 **Business Automobile Liability:** Architect/Engineer agrees to maintain Business Automobile Liability coverage at a limit of One Million Dollars ($1,000,000.00) non airside and Five Million Dollars ($5,000,000.00)
8.9 Architect/Engineer 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. Coverage is not to cease and is to remain in force until all performance required of Architect/Engineer is completed. All policies must be endorsed to provide COUNTY with at least fifteen (15) days' notice of non-renewal or cancellation and/or restriction. If any of the insurance coverage's expire prior to the completion of the work; copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.10 In the event Architect/Engineer elects to enter into an agreement with a Subconsultant(s)/Subcontractor(s) to perform work/activities for the Project referenced herein, Architect/Engineer agrees to include in its contact with the successful Subconsultant(s)/Subcontractor(s) the requirements set forth above in favor of COUNTY. The Architect/Engineer further agrees to provide COUNTY, prior to commencement of any activities, Certificates of Insurance evidencing subconsultant(s)/subcontractor(s) compliance with the requirements of this section.

8.11 The certificate holder address shall read “Broward County”. The official title of the owner is Broward County. This official title shall be used in all insurance documentation.

8.12 Right to revise or reject: Broward County’s Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at any time, including but 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.

ARTICLE 9 - INDEMNIFICATION

The DBT 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 conduct of the DBT and persons employed or utilized by the DBT in the performance of this Agreement. To the extent considered necessary by the CA and the County
Attorney, any sums due the DBT under this Agreement may be retained by the COUNTY until all of the COUNTY’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to the payment of interest by the COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 - PERFORMANCE AND PAYMENT AND WARRANTY BONDS AND QUALIFICATIONS OF SURETY

10.1 Within fifteen (15) calendar days of the Board’s action to approve this Agreement, the DBT shall furnish a Performance Bond, in accordance with and in substantially the same form as shown in Form F, and, a Payment Bond, in accordance with and in substantially the same form as shown in Form G.

10.1.1 The performance and payment bonds shall be furnished by the DBT and shall be in the amount of one hundred percent (100%) of the Lump Sum Amount guaranteeing to COUNTY the completion and performance of the work covered in such Agreement as well as full payment of all suppliers, material providers, laborers, or Subconsultants/Subcontractors of all tiers employed to complete the Work. The one (1) year warranty bond shall be in the amount of 100 percent of the Lump Sum Amount. The additional five (5) year warranty bond, shall be in the minimum amount of 50% of the Lump Sum Amount or for the full value of the cost of the bridge, bridge deck, approach ramps and applicable embankment as set forth in the Schedule of Values and shall be delivered to the CA prior to the execution of the Certification for Substantial Completion by the CA, or as otherwise stated by the CA in the Certificate of Substantial Completion. Each Bond shall be with a surety company which is qualified pursuant to Section 10.2, “Qualifications of Surety”.

10.1.2 The performance and payment bonds shall continue in effect until final payment is complete. The warranty bond shall be in effect for the initial one (1) year for the entire Project and the additional five (5) year warranty period on the portions of the Project as described in Section 13.3.2, and shall be in the amount as set forth above or as described in the Certificate for Substantial Completion.

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

10.1.4 Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, the DBT may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier’s
check, or irrevocable letter of credit. Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one year after completion and acceptance of the entire Project Work, or for years as applicable.

10.2 Qualifications of Surety:

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

10.2.2 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 DFR Section 223.10, Section 223.111). Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

10.2.3 The COUNTY will accept a surety bond from a company with a rating of A- or better for bonds up to $2 million, 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 ratings of Surety shall correspond to the amount of bonds as follows.

<table>
<thead>
<tr>
<th>Amount of Bond</th>
<th>Policy Holder's 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>
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<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>
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<td>Class VI</td>
</tr>
<tr>
<td>$50,000,001 or more</td>
<td>A</td>
<td>Class VII</td>
</tr>
</tbody>
</table>
ARTICLE 11 - PERMITS, LICENSES AND IMPACT FEES

11.1 Pursuant to the Public Bid Disclosure Act (Section 218.80, Florida Statutes), the following information is provided. COUNTY agrees to be responsible for paying all COUNTY permit application fees for this Project and permits for South Florida Water Management District, Stormwater, FEC Railway Contractor Access, FDOT and Army Corps of Engineers. Any fees or permits resulting from any DBT driven change or action shall be paid for by the DBT. The DBT shall secure all COUNTY permits and provide a twenty-one (21) calendar days written notice to CA prior to the time the payment is needed for permit.

11.2 All other permits and fees which may be required by the State of Florida, State agencies or by other local governmental entities are not included, and as such, are payable by the DBT, except for impact fees imposed by any municipality. The costs associated with these permits and fees shall be included in the final Lump Sum Amount. A copy of each permit obtained by the DBT shall be submitted to the CPM within five (5) calendar days after the DBT obtains the permit. Submittal of the permit and proof of payment is a precondition to receipt of payment for any permit.

ARTICLE 12 - PERSONNEL

12.1 All personnel used or employed by the DBT in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the CA, the DBT shall not use in the performance of the Work any personnel deemed by the CA to be incompetent, or careless, or unqualified to perform the work assigned to that person, or otherwise unsatisfactory to the CA.

12.2 The DBT agrees that in the performance of the Work it will employ only such labor, and engage Subconsultants/Subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the DBT or any other, may then be erecting, constructing, demolishing or altering on behalf of the COUNTY.

12.3 The DBT agrees that it shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of work by its Contractor(s) or Subconsultant/Subcontractor(s).

12.4 The DBT shall furnish the CPM with a copy of all required licenses of all of the DBT’s architects and engineers involved in development of the design drawings within five (5) calendar days of execution of the Agreement.

12.5 The DBT will provide the key/core staff identified in Exhibit H, Key/Core Staff, for Project as long as said key/core staff are in the DBT’s employment. The lead
scheduler shall be considered a key/core person and must have a minimum of five (5) years’ experience in scheduling construction work of a similar complexity.

12.6 The DBT will obtain written approval of CA prior to changing key/core staff. The DBT shall provide CA with such information as necessary to determine the suitability of proposed new key/core staff.

12.7 If CA desires to request removal of any of the DBT's key/core staff, CA shall first meet with the DBT and provide reasonable justification for said removal.

ARTICLE 13 - DBT 'S WARRANTIES

13.1 The DBT warrants to the COUNTY that all materials and equipment under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in complete conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized by the CA, may be considered defective and must be addressed as required in Article 14, “Defective Work”. If required by CPM, the DBT shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 14. “Defective Work”, herein.

13.2 The DBT further represents and warrants:

13.2.1 That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Agreement; and it is qualified to do the Work herein and is authorized to do business in the State of Florida.

13.2.2 That the DBT holds a license, permit or other special license to perform all of the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

13.2.3 The DBT agrees that the Work shall be performed in a competent, safe, qualified, and professional manner, free from defects in materials, workmanship and in accordance with manufactures’ recommendations and that all materials shall be new and approved or acceptable to the CPM, except as otherwise expressly provided for in the Contract Documents.

13.3 The DBT Warranties and Guarantees shall be as follows:
13.3.1 The DBT shall warrant to the COUNTY that all workmanship, materials and equipment used in the Work are free from defects in installation, workmanship, materials and equipment for a period of one (1) year following Substantial Completion for the entire Project, or, the date that the warranty period starts as expressed in the Substantial Completion Certificate.

13.3.2 The DBT shall warrant to the COUNTY that all workmanship and materials and equipment used to construct the bridge, bridge deck, approach ramps and applicable embankment, are free from defects in installation for a period of five (5) years following the expiration of the one (1) year warranty referenced above.

13.3.3 The DBT shall provide a warranty bond for the periods of time as described above, in a form acceptable to the CA and shall be in accordance with the requirements of Article 10.

13.3.4 The COUNTY shall be provided with the standard manufacturer's warranty for all equipment installed in the work, and it shall satisfy the requirements under the Contract Documents relating thereto.

13.3.5 The DBT’s express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the COUNTY may have under this Agreement, or at law.

**ARTICLE 14 - DEFECTIVE WORK**

14.1 The CPM shall have the responsibility and authority to reject or disapprove work which the CPM finds to be defective. If required by CA, in consultation with the CPM, the DBT shall promptly either correct all defective work or remove such defective or nonconforming work and replace it with non-defective, conforming Work. The DBT shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel, at no additional cost to the COUNTY.

14.2 Should the DBT fail or refuse to remove or correct any defective Work, or to make any necessary repairs in accordance with the requirements of the Contract Documents, within the time indicated in writing by CA, the CA shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at the DBT’s expense. Any expense incurred by CA in connection with such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to the DBT and deducted from the cost of the work, or may be covered by the DBT's Performance Bond. In the event of failure of the DBT to make all necessary repairs promptly and fully, CA may declare a default.
14.3 If, within the period of time referenced in Article 13, “DBT’s Warranties”, after the date of Substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the DBT, after receipt of written notice from CA, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY at no additional cost to COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the DBT might have under the Contract Documents including but not limited to, Article 13, “DBT’s Warranties”, herein and any claim regarding latent defects.

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

14.5 The DBT shall (i) replace any part of the Work that fails to conform with the requirements of this Agreement that appear during progress of the Work on the Project; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within the period expressed in Article 13, “DBT’s Warranties”, or within such longer period of time as may be set forth in the Contract Documents or as may be allowed by law; or (iii) replace, repair or restore any parts of the Project or fixtures, equipment or other items placed therein (whether by the COUNTY or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or are due to defects in the Work. The provisions of this Article 14, “Defective Work”, shall not apply to corrective Work attributable solely to the acts or omissions of any separate contractor or subconsultant/subcontractor of the COUNTY unless the contractor is acting in such capacity or capacities. The cost to the DBT of performing any of its obligations under this Article 14, “Defective Work”, shall be at no additional cost to the COUNTY. The DBT’s responsibility to make repairs and correct Work under this Article 14, “Defective Work”, is in addition to the DBT’s responsibility to the COUNTY for any other damages of any kind for which the DBT would be legally responsible.

14.5.1 The DBT shall collect and transmit to the CPM any and all equipment manufacturer’s warranties and manufacturer’s guarantees specified in the Contract Documents as a precondition of achieving Substantial Completion. The obligation and liability of the DBT or its surety is limited to the collection and proper transmittal of these warranties and guarantees to the CPM.

14.6 If the CA deems it inexpedient to require the correction of work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Lump Sum Amount shall be made. Until such settlement, the CA may withhold such sums as the CA deems just and reasonable from moneys, if any,
due the DBT. If no moneys are held by the CA, reimbursement shall be made to the COUNTY within thirty (30) days by the DBT.

ARTICLE 15 - COUNTY’S RIGHT TO TERMINATE OR SUSPEND AGREEMENT

15.1 If the DBT fails to begin the Work within ten (10) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the DBT shall fail to perform any material term set forth in the Contract Documents or if the DBT shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, CA may give notice in writing to the DBT and its Surety of such delay, neglect or default, specifying the same. If the DBT, within a period of ten (10) calendar days after such notice, fails to proceed in accordance therewith, then the COUNTY may upon written notice from CA of the fact of such delay, neglect or default and the DBT’s failure to comply with such notice, terminate the services of the DBT, exclude the DBT from the Project site and take the prosecution of the Work out of the hands of the DBT, take possession and use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, the DBT shall not be entitled to receive any further payment, if any, until the Project is completed. In addition the COUNTY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the COUNTY’s sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in the COUNTY’s sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to the DBT. In case the damages and expenses so incurred by the COUNTY shall exceed the unpaid balance, then the DBT shall be liable and shall pay to the COUNTY the amount of said excess.

15.2 The Agreement may also be terminated for cause if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

15.3 If after notice of termination of the DBT’s right to proceed, it is determined for any reason that the DBT was not in default, the rights and obligations of the COUNTY
and the DBT shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

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

15.5 Upon receipt of Notice of Termination pursuant to Sections 15.1 or 15.4 above, the DBT 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.

15.6 This Agreement may also be terminated by the Board:

15.6.1 upon the disqualification by the County’s Director of the Office of Economic and Small Business Development (OESBD) of the DBT as a DBE, if the DBT’s status as DBE was a factor in the award of this Agreement and such status was misrepresented by the DBT;

15.6.2 upon the disqualification by the County’s Director of OESBD of the DBT, if the DBT obtained this Agreement or attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.6.3 upon the disqualification by the County’s Director of OESBD of one or more of the DBT’s DBE participants if any such participant’s status as a DBE was a factor in the award of this Agreement and such status was misrepresented by the DBT or such participant;

15.6.4 upon the disqualification by the County’s Director of OESBD of one or more of the DBT’s DBE participants, if such participant attempted to meet its contractual obligations through fraud, misrepresentation, or material misstatement;

15.6.5 if the DBT is determined by the County’s Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material
misstatement concerning the status of its disqualified participant. If so determined, the DBT shall not be awarded participation credit.

15.7 During any phase or at any time during performance of the work the CA may suspend the services of the DBT in total or for any one or more phase. Should this occur, then DBT shall be paid for the services rendered through the time of receipt of written notice of suspension by the CA. If services are resumed, the schedule shall be appropriately adjusted by the CA, at the CA’s discretion.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.1 Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, quantity of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of CA, CPM and the DBT shall be submitted to County Administrator or designee, for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the County Administrator for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the County Administrator.

16.2 The County Administrator shall notify CA and the DBT in writing of County Administrator’s decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless County Administrator requires additional time to gather information or allow the parties to provide additional information. County Administrator’s decisions upon all questions, claims, difficulties and disputes shall be final and binding to the extent provided in Section 16.5.

16.3 All billing and payment disputes shall be determined as provided in the Florida Statutes and Broward County Code of Ordinances as applicable, and as stated herein as to Prompt Payment during construction, Section 5.7.

16.4 During the pendency of any dispute and after a determination thereof, DBT, CPM, PMO and CA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, the DBT shall proceed diligently with performance of this Agreement and the COUNTY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

16.5 In the event the determination of a dispute by the County Administrator under this Article 16, “Resolution of Disputes”, is unacceptable to the DBT, the party objecting to the determination must notify the other party and the County
Administrator, or its designee, in writing within ten (10) calendar days of receipt of the County Administrator’s written determination. The notice must state the basis of the objection and the objecting party’s proposed resolution. If notice is given by the DBT, it must be accompanied by a statement that any Cost of the Work, or Contract Time adjustment claimed, is the entire adjustment to which the DBT has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the County Administrator or designee. The County Administrator’s decision shall be final and binding on the parties subject to judicial review.

16.6 BY ENTERING INTO THIS AGREEMENT, THE DBT AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT.

ARTICLE 17 – CONSTRUCTION PROJECT MANAGER, DESIGN CRITERIA PROFESSIONAL and PMO RESPONSIBILITY AND AUTHORITY

17.1 The CPM has the following responsibilities:

17.1.1 Serve as a point of contact for BCAD and for the DBT for correspondence and other communication. However, CA shall have final authority over all decisions.

17.1.2 Coordinate the Design Criteria Professional’s comments and recommendations with the DBT.

17.1.3 Review all DBT pay applications and evaluate the earned value for purposes of approving the pay application.

17.1.4 Review all DBT claims for changes to Contract Time or Lump Sum Amount and provide independent cost analysis and schedule analysis to establish the validity of such claims.

17.1.5 Issue Field Orders to the DBT which will not affect the Lump Sum Amount or Contract Time.

17.1.6 The CPM has no independent authority to stop the progress of the Work except in the case of an emergency affecting the safety of life, or of the Work or property, including adjoining property.

17.1.7 The CPM has no independent authority to change the design or the Work.

17.2 The Design Criteria Professional has the following responsibilities:
17.2.1 The Design Criteria Professional has no independent authority to stop the progress of the Work except in the case of an emergency affecting the safety of life, or of the Work or property, including adjoining property.

17.2.2 The Design Criteria Professional has no independent authority to change the design or the Work.

17.3 The PMO has the following responsibilities:

17.3.1 Manage the CPM.

17.3.2 Manage liquidated damages.

17.3.3 Create, maintain and update the master program schedule.

17.3.4 Participate in claims analysis.

17.3.5 The PMO has no independent authority to stop the progress of the Work except in the case of an emergency affecting the safety of life, or of the Work or property, including adjoining property.

17.3.6 The PMO has no independent authority to change the design or the Work.

ARTICLE 18 – DBT’S ARCHITECT/ENGINEER RESPONSIBILITIES

18.1 The DBT shall be responsible for all the Work in its entirety as set forth in this Agreement including all Exhibits and associated documents.

18.2 The DBT will provide information to assist the CPM and CA in maintaining schedules, establishing budgets, controlling costs, and achieving quality in accordance with the DBT’s Quality Control plan.

18.3 The DBT’s architect/engineer shall participate in development of the Quality Assurance/Quality Control plan and identify all testing required per the Contract Documents. The DBT shall monitor the overall quality of the work. The DBT shall inform CPM and CA when any quality control test has failed and its plan for corrective action.

18.4 The DBT shall monitor the overall progress of the schedule and construction budget and participate in preparation of the Monthly Progress Report submittal.

18.5 The CA must approve all deviations from the Contract Documents whether they are sought by the Architect/Engineer or the DBT. The Architect/Engineer shall
have no authority to order or approve any deviation from the Contract Documents, whether or not such deviation affects the Cost of the Work, or the date of Substantial Completion.

ARTICLE 19 – EEO AND DBE COMPLIANCE NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

19.1 The DBT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, or physical or mental disability if qualified. The DBT shall take action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The DBT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

19.2 The DBT shall include the foregoing or similar language in its contracts with any Subconsultants/Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Part 26, as amended. The DBT’s Subconsultants/Subcontractors, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Agreement, and may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

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

19.4 The DBT shall take action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such
actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

19.5 The DBT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

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

19.7 Project Funding: This Project will be funded in part by one or more grants from the Federal Aviation Department (FAA) Airport Improvement Program (AIP) and this project must comply with the FAA and United States Department of Transportation Rule 49 C.F.R. Part 26 pertaining to participation of the DBE requirements.


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

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

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

In accordance with the COUNTY DBE Plan, this Project will have a 14.6% race conscious contract goal. The County anticipates that an additional 8.4% DBE
participation will be achieved by the market through race neutral measures because of the availability of DBEs firms to perform work under the agreement. (Exhibit J, Schedule of DBE Participation).

19.8 Prior approval of OESBD must be obtained to add or change a DBE Subconsultant/Subcontractor.

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

19.10 On-site reviews to monitor the DBT’s progress in achieving and maintaining contractual DBE obligations will be carried out by the CA in conjunction with the OESBD.

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

19.12 Compliance monitoring will be conducted to determine if the DBT and its Subconsultants/Subcontractors are complying with the requirements of the DBE Program. Failure of the DBT to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County’s Business Opportunity Act of 2004, Ordinance 2004-07. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

19.13 The DBT shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subconsultants/ Subcontractors.

19.14 The DBT agrees to submit a Monthly DBE Utilization Report, Form B, to the CPM with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE Subconsultants/ Subcontractors.

19.15 The DBT agrees to submit a Final DBE Utilization Report, Form H, containing the total amount paid to its DBE Subconsultants/ Subcontractors. This report must be submitted with the DBT’s request for final payment and release of retainage.
ARTICLE 20 - MISCELLANEOUS

20.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans, and reports prepared or provided by the DBT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, shall become the property of the COUNTY and shall be delivered by the DBT to CA within fifteen (15) days of the receipt of the written notice of termination or upon Final Completion of the Project. If applicable, the COUNTY may withhold any payments then due to the DBT until the DBT complies with the provisions of this section.

20.2 AUDIT RIGHT AND RETENTION OF RECORDS

20.2.1 The COUNTY shall have the right to audit the books, records, and accounts of the DBT and its' Subconsultants/Subcontractors that are related to this Project. The DBT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

20.2.2 The DBT and its' Subconsultants/Subcontractors of all tiers shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of the warranty period set forth in this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the books, records, and accounts shall be retained until resolution of the audit findings. The DBT shall comply with the requirements of the Florida Public Records Act; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the DBT or the COUNTY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY'S disallowance and recovery of any payment upon such entry. All records shall be kept so that they can be produced to the COUNTY in a manner that reflects documentation relating to the Project only.

20.3 PUBLIC ENTITY CRIMES ACT

The DBT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a DBT or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the
COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the COUNTY, may not be awarded or perform work as a DBT, supplier, Subconsultant/Subcontractor, or DBT under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from the COUNTY’S competitive procurement activities.

In addition to the foregoing, the DBT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the DBT has been placed on the convicted vendor list.

20.4 SUBCONSULTANT/SUBCONTRACTOR

The DBT shall utilize the Subconsultants/Subcontractors identified in the proposal that were a material part of the selection of the DBT to provide the services for this Project. The DBT shall obtain written approval of CA (and OESBD Manager as appropriate) prior to changing or modifying the list of Subconsultants/Subcontractors, hereto attached as Exhibit I, List of Subconsultants/Subcontractors. The DBT shall specifically bind all Subconsultants/Subcontractors to the provisions of this Agreement.

20.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by the DBT without the prior written consent of the Board and the DBT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12, “Subcontracts” of Division 1 Exhibit C.

20.6 COUNTERPARTS

This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original.

20.7 REPRESENTATIVES OF COUNTY AND DBT

20.7.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. CA, upon the DBT’s request, shall advise the DBT in writing of one (1) or more COUNTY employees and CPM employees to
whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

20.7.2 The DBT shall inform the CA in writing of the DBT’s representative to whom matters involving the conduct of the Project shall be addressed.

20.8 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

20.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.10 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Kent George, Director of Aviation
Ft. Lauderdale/Hollywood International Airport
100 Aviation Blvd, Ft Lauderdale, FL 33315

with copy to: Steven T. Wiesner, P.E., Contract Administrator
20.11 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the DBT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Total Contract Price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the Total Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

20.12 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

20.13 DRUG-FREE WORKPLACE

It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the DBT shall also serve as the DBT’s required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.
20.14 INDEPENDENT CONTRACTOR

The DBT is an independent contractor under this Agreement. In providing the services, DBT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY.

20.15 THIRD PARTY BENEFICIARIES

Neither the DBT nor the COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

20.16 CONFLICTS

Neither the DBT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the DBT’s duty of loyal and conscientious exercise of judgment related to its performance under this Agreement.

The DBT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the COUNTY in any legal or administrative proceeding in which they are not a party, nor shall such persons give sworn testimony or issue a report or writing, as an expression of their expert opinion, which is adverse or prejudicial to the interests of the COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event the DBT is permitted to utilize Subconsultants/Subcontractors to perform any services required by this Agreement, the DBT agrees to prohibit such Subconsultants/Subcontractors, by written contract, from having any conflicts coinciding with the meaning of this section.

The DBT shall not perform any Construction Project Manager (CPM) services for the COUNTY on any construction work that is based upon the DBT’s own design.

The DBT or any affiliate, or Subconsultant/Subcontractor of any tier, shall not perform any CPM services, Quality Assurance Materials Testing (QAMT) services, or both, for the COUNTY on, the DBT’s or any affiliate, or Subconsultant/Subcontractor of any tier, own work.
The DBT or its Subconsultant/Subcontractor of any tier shall not be an affiliate with any other entity on the same work or services.

For purposes of this section, an entity will be considered an “affiliate” of another entity, if the entity has the power to control, or is controlled by another entity, or an identity of interest exists between the entity and another entity. In determining whether there is an identity of interest or whether an entity is an affiliate of another entity, common ownership, common management, common control, and contractual relationships (to the extent they demonstrate affiliate status), as well as other factors may be considered by the COUNTY.

The COUNTY reserves the right, in its sole discretion, to evaluate potential conflicts of interest that could, from the COUNTY’s perspective, present a conflict in the performance of services or work. Further, the COUNTY reserves the right, in its sole discretion, to render final binding decisions, via communication by the CA to be ratified by the appropriate award authority, on whether conflicts exist in a manner that is consistent with the COUNTY’s best interest.

20.17 CONTINGENCY FEE

The DBT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DBT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the DBT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.18 WAIVER OF BREACH AND MATERIALITY

Failure by the COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

The COUNTY and the DBT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
20.19 COMPLIANCE WITH LAWS

The DBT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

20.20 SEVERANCE

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

20.21 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the COUNTY and the DBT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against either one of the parties.

20.22 PRIORITY OF PROVISIONS

20.22.1 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 20 of this Agreement shall prevail and be given effect.

20.22.2 Hierarchy of Documents: If there is a conflict or inconsistency between any term, statement, requirement, or provision among the following documents, the document designated by the smaller number shall prevail and shall be followed to the extent of the conflict or inconsistency.

1. Amendment(s) to Agreement
2. FAA Mandatory Contract Provisions, Division 1 General Requirements, Supplement #1
3. Agreement – Articles 1 through 20, including all Exhibits and Contract Forms, excluding Exhibits A, B, C
4. Plans noted as: “Released for Construction”
5. Exhibit A and B – Design-Build Criteria Package (DCP) as amended by RFP Addenda No. 1-11 and Schedule
6. Exhibit C - Division 1 General Requirements
7. RFP
20.22.3 In the event of a conflict within a Contract Document, the most stringent requirement shall control, unless CA determines otherwise.

20.22.4 Exhibit A, Design-Build Criteria Package, and Exhibit C, Division 1 General Requirements, also contain a hierarchy of provisions section that applies to the terms of those exhibits only.

20.23 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

20.24 TAXES

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

20.24.2 All such taxes that are required as of the time of Agreement execution shall be included in the Lump Sum Amount.

20.25 SENSITIVE SECURITY INFORMATION

In the event that any information in this Project is determined to have sensitive security information, the DBT shall be required to execute a Sensitive Security Information Non-Disclosure Agreement, in substantially the form attached hereto as Form I.

If necessary and as applicable, the DBT shall comply with all security and badging requirements, and shall be responsible for all costs associated with such compliance.

20.26 NO COMPENSATION

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the DBT to any the COUNTY employee, consultants, employees of municipal or other jurisdictional authorities, or their agents directly or indirectly, is strictly prohibited, and any such act on the part of the DBT will constitute a breach of this Agreement.
20.27 E-VERIFY REQUIREMENT

The DBT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. all persons employed by the DBT during the term of the Contract with the County; and
2. all persons, including subconsultants/subcontractors assigned by the DBT to perform work pursuant to this Agreement.

20.28 INCORPORATION BY REFERENCE

The exhibits and forms attached hereto are incorporated into and made a part of this Agreement.

( Remainder of page intentionally left blank.)
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action, and Tutor Perini Fort Lauderdale-Hollywood Venture, LLP d/b/a Tutor Perini Fort Lauderdale-Hollywood Venture signing by and through its authorized representatives of the limited liability partnership authorized to execute same.

COUNTY

ATTEST:

[Signature]
Broward County Administrator, as Ex-Officio Clerk of the Broward County Board of County Commissioners

Approved as to Insurance Requirements by

[Signature]
Dawn Mehler, Risk Management Division

BROWARD COUNTY, by and through its Board of County Commissioners

BY

[Signature]
Vice Mayor

for

Sue Gunzberger, Mayor

25 day of October, 20

Approved as to form by Office of County Attorney for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By

[Signature]
Lindsey A. Payne (Date)
Assistant County Attorney

By

[Signature]
Michael J. Kerr (Date)
Chief Trial Counsel

U.S. 1/FEC Structures Design-Build Agreement 70
AGREEMENT BETWEEN BROWARD COUNTY AND TUTOR PERINI FORT LAUDERDALE-HOLLYWOOD VENTURE, LLP D/B/A TUTOR PERINI FORT LAUDERDALE-HOLLYWOOD VENTURE FOR DESIGN-BUILD SERVICES FOR U.S. 1/FEC RR STRUCTURES FOR THE EXPANSION OF RUNWAY 9R-27L AT FLL IN BROWARD COUNTY, FLORIDA

Design-Build Team (DBT)

ATTEST:

Name of Firm: Tutor Perini Corporation

By, President/Vice President (Senior)

James M. Laing

(Please Type Name of President/Vice President (Senior))

Secretary

(Please Type Name of Secretary)

CORPORATE SEAL

30 day of September , 2011.

And Witnesses if seal only, without Secretary signature.

Witnesses:

Signature of Witness

Kevin J. Woods

Print Name of Witness

Ann B. Wieland

Signature of Witness

Ann B. Wieland

Print Name of Witness
Design-Build Team (DBT) (continued)

ATTEST: Name of Firm: Baker Concrete Construction, Inc.

__________________________________________
Secretary

(Please Type Name of Secretary)

__________________________________________
President

(Please Type Name of President/Vice)

CORPORATE SEAL

30 day of September, 2011.

And Witnesses if seal only, without Secretary signature.

__________________________________________
Signature of Witness

__________________________
Print Name of Witness

__________________________________________
Signature of Witness

__________________________
Print Name of Witness
EXHIBIT A: DESIGN-BUILD CRITERIA PACKAGE

The Design-Build Criteria Package consists of the following documents and marked as: “Conformed Set”, Addendum 1-11, September 30, 2011.

Volume 1: Design Criteria
   Volume 1.2: Appendix A, BCAD Airfield Design Standards
   Volume 1.2: Appendix B, Preliminary And Supplemental Geotechnical Information
   Volume 1.2: Appendix C, FDOT Roadway Typical Section Package
   Volume 1.2: Appendix C-1, Signed And Sealed Typical Section Package
   Volume 1.2: Appendix D, FDOT Roadway Pavement Design Package
   Volume 1.2: Appendix E, Permit Submittal And Associated Documentation
   (Drainage/Permit Documentation Report)
   Volume 1.2: Appendix F, Environmental Assessment Reports
   Volume 1.2: Appendix F-1a, Supplemental Environmental Reports
       (Final Phase 1 Environmental Assessment)
   Volume 1.2: Appendix F-1b, Supplemental Environmental Reports
       (Final Phase II ESA Report- Former Taylor Road Budget Rent-A-Car)
   Volume 1.2: Appendix F-1c, Supplemental Environmental Reports
       (Final Limited Phase II ESA- Taylor Road Debris Field Area)
   Volume 1.2: Appendix F-1d, Supplemental Environmental Reports
       (Wetland Assessment Report For NE 10th Street)
   Volume 1.2: Appendix F-1e, Supplemental Environmental Reports
       (Final Gulfstream ESA Phase II)
   Volume 1.2: Appendix F-1f, Supplemental Environmental Reports
       (Final Phase II Westside Marina)
   Volume 1.2: Appendix G, FEC Railroad Safety And Track Occupancy Requirements
   Volume 1.2: Appendix H, Aircraft Characteristics
   Volume 1.2: Appendix I, Tree Survey Report
   Volume 1.2: Appendix I-1, Upland Tree Disposition
   Volume 1.2: Appendix J, BCAD’s Communications Infrastructure Standards Document
   Volume 1.2: Appendix K-1, N.E. 10th Street Extension (Major Design And Construction Consideration)
   Volume 1.2: Appendix K-2, N.E. 10th Street Extension (10th Street Drainage Report)
   Volume 1.2: Appendix K-3, N.E. 10th Street Extension (Environmental Assessment)
   Volume 1.2: Appendix K-4, N.E. 10th Street Extension
       (BCHCED Property Plat Key Plan And NE 10th Street Drawings)
   Volume 1.2: Appendix L, Design Criteria Package Project Limits Survey
   Volume 1.2: Appendix M, DBT-UAO Work Interaction Enablement Matrix
   Volume 1.2: Appendix O, MSE Wall Panel Performance Guidelines
   Volume 1.2: Appendix P, Granted Permits As Of September 2011

Volume 2: Concept Drawings

Volume 3: Technical Specifications
EXHIBIT B: DESIGN-BUILD MILESTONE SCHEDULE

The component completion dates are based upon the below stated first Notice to Proceed and the construction Notice to Proceed effective dates.

<table>
<thead>
<tr>
<th>Component</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Notice to Proceed</td>
<td>Effective no later than November 2, 2011</td>
</tr>
<tr>
<td>Construction Notice to Proceed</td>
<td>Effective no later than January 2, 2011</td>
</tr>
<tr>
<td>West Component Completion</td>
<td>June 1, 2013</td>
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<tr>
<td>East Wedge Component Completion</td>
<td>August 1, 2013</td>
</tr>
<tr>
<td>East Approach Slab Component Completion</td>
<td>October 1, 2013</td>
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<tr>
<td>West Wedge Component Completion</td>
<td>February 1, 2014</td>
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<tr>
<td>Runway Deck Component Completion</td>
<td>February 22, 2014</td>
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<tr>
<td>Substantial Completion</td>
<td>February 22, 2014</td>
</tr>
<tr>
<td>Final Completion</td>
<td>June 23, 2014</td>
</tr>
</tbody>
</table>
AGREEMENT EXHIBIT C

DIVISION I GENERAL REQUIREMENTS

U.S. 1/FEC RR STRUCTURES FOR THE EXPANSION OF
RUNWAY 9R-27L

Fort Lauderdale - Hollywood International Airport
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SECTION

1. Summary of Work:

1.1. Related Documents:

The Supplement #1 (FAA Mandatory Contract Provisions), Supplement #2 (FAA Part I General Provisions) and Supplement #3 (FDOT Division I General Requirements and Covenants) shall apply to the work performed under this Agreement.

The Supplement #2 (FAA Part I General Provisions) takes precedence over the airfield including runway/taxiway geometric design, bridge structure construction including substructure, superstructure, bridge deck, approach ramps, and associated embankment, as well as airfield lighting infrastructure.

The Supplement #3 (FDOT Division I General Requirements and Covenants) takes precedence over all work associated with U.S. Highway 1 improvements including roadways and braided ramp bridge structure design/construction, runway and taxiway bridge structure design, East Perimeter Road, and Airport Entrance/Exit Ramps.

The modified CSI specifications take precedence on the utility building including associated mechanical, electrical, lighting and life safety systems as specified in the DCP.

1.2. Description of Work:

This Project provides for the design and construction of Runway and Taxiway structures over U.S. 1, Florida East Coast (FEC) Railway, and the Airport’s East Perimeter Road. This Project is required for the expansion of Runway 9R-27L at Fort Lauderdale-Hollywood International Airport.

The DBT will be tasked to perform all construction and provide final design and all construction details in accordance with the DCP.

Required professional services for the Project may include, but not be limited to, architectural design; civil, drainage, traffic, environmental, geotechnical, structural, mechanical and electrical design; security and systems design; utilities and infrastructure design; airfield design; surveying; evaluation and validation of existing conditions; permitting; construction quality control, and construction of the Project.

The intent is to build the Project via a design-build approach. All design and construction shall adhere to Broward County, FAA, and FDOT specifications and those of any other regulatory agencies having jurisdiction.
1.3. Products Supplied by Others:

1.3.1. Items furnished by COUNTY for installation by COUNTY:

The COUNTY may award various contracts for purchasing and installing specified materials. The DBT shall cooperate with the COUNTY Contractors and provide access to the work areas as necessary.

1.3.2. Items furnished by COUNTY for installation by DBT:

The COUNTY may award various contracts for purchasing and installing specified materials. The DBT shall receive, inspect, unload specified materials from the transporter, transport to secure storage, and load and deliver the materials to the site for installation, as coordinated by the CPM.

1.4. Scheduling:

The DBT shall be responsible for the planning and scheduling, and coordination of all Work performed under the Contract Documents, so that materials will arrive on schedule and installation will proceed without delay.

1.5. Cooperation Between Contractors: (See also Supplement #2 - FAA General Provisions, Section 50-05)

1.5.1. COUNTY reserves the right to contract for and perform other or additional construction on or near the Work covered by this Project.

1.5.2. When separate contracts are let within or near the limits of the Project, the DBT shall conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other contractors. Should such interference or impact occur, DBT shall be liable to the affected contractor for the cost of such interference or impact. Contractors working on the same Project shall cooperate with each other as directed. DBT shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

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

1.5.4. Each contractor shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the COUNTY, DBT, Consultants and the CPM from any and all damages or claims that may arise because of inconvenience, delays, or loss
experienced by contractor because of the presence and operations of other contractors working within or near the limits of the same Project.

1.5.5. The DBT shall arrange its Work and shall place or dispose of the materials being used so as not to interfere with the operations of the other contractors within or near the limits of the Project. The DBT shall join its Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

1.6. Coordination of Work:

1.6.1. All areas of Project site shall remain in operation during the course of construction. Coordination of access and scheduling of work shall be identified and reviewed on a daily basis with CPM.

1.6.2. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence and installation of interdependent construction elements.

1.6.3. Verify that the utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various phases having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1.6.4. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically in project plans. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize for other installations, for maintenance, and for repairs.

1.6.5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

1.6.6. Coordinate completion and clean up of work of separate Phases in preparation for Substantial Completion.

1.6.7. After COUNTY occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with the Contract Documents, to minimize disruption of COUNTY’s activities.

1.7. Time for Completion:

1.7.1. Time limits stated in the Contract Documents are the essence of the Agreement. By executing the Agreement the DBT confirms that the Time for Completion is a reasonable period for performing the Work. The DBT shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the contract time.
1.7.2. The DBT, having vast experience in the construction of improvements in South Florida, recognizes that unforeseen conditions occur and that as a normal course of construction there may be rain days, difficulties in obtaining materials and labor, requests for information from the DBT to the CPM, submittals, shortages and inefficiencies in operations.

2. **Project Coordination:**

2.1. Minimum administration and supervisory requirements necessary for coordination of Work on the Project include but are not necessarily limited to the following:

- Pre-Construction Conference(s)
- Coordination and Progress Meetings
- Administration and Supervisory personnel
- Special Reports
- Communications
- Daily Reports
- Record Drawings (As-Builts)
- Pre-Installation Conferences

2.2. **Preconstruction Conference:**

Before beginning Work at the site, the DBT shall attend a preconstruction conference and bring with its Project Management Team employed for this Project. In the event a Team member is unable to attend, the DBT shall bring a Letter of Introduction which advises the full names and duties of the Team member(s) and states that they are assigned to the Project. This conference will be called by the CPM who will arrange for the other interested parties to be present. The DBT shall also notify its major subcontractors and suppliers of this meeting. At this time, all parties will discuss the Project and prepare a program of procedure in keeping with requirements of the Contract Documents. The DBT’s Project management team will make every effort to expeditiously coordinate all phases of the Work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Contract Documents.

2.3. **Coordination and Progress Meetings:**

2.3.1. The CPM will prepare a written memorandum on required coordination activities. Included will be such items as required notices, reports, and attendance at meetings. This memorandum will be distributed to each entity performing construction at the Project site.

2.3.2. In addition to specific coordination and pre-installation meetings for each element of Work, and other regular project meetings for other purposes, hold general progress meetings at least every week with time coordinated with preparation of payment request. Require each party then involved in planning, coordination, or performance of Work to be properly represented at each meeting. Review present and future needs including...
interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders and documentation of information for payment requests.

2.3.3. Discuss whether each element of current Work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule Work will be expedited and secure commitments from parties involved. Discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time.

2.3.4. Review everything of significance, which could affect progress of Work.

2.3.5. The CPM records results of the meeting and distributes copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

2.4. Pre-Installation Conferences:

The CPM shall record each pre-installation conference, and record agreements and disagreements, along with final plan of action. Distribute record of meeting promptly to everyone concerned.

2.5. Special Reports:

2.5.1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, DBT shall prepare a special report. and list chain of events, persons participating, response by the DBT’s personnel, an evaluation of the results or effects and similar pertinent information. The DBT shall advise the CPM as soon as possible when such events are known.

2.5.2. Submit special reports directly to the CPM, with copy to PMO and CA, within four (4) hours of occurrence. Submit a copy of the report to other entities that are affected by the occurrence within four (4) hours of the occurrence.

3. Labor and Materials:

3.1. Unless otherwise provided herein, DBT 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.
3.2. DBT 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.

4. Royalties and Patents:

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

5. Control of Work: (See also Division I General Requirements Supplement #3 for FDOT Division I General Requirements and Covenants, Section 5 subsections)

5.1. Authority of CPM and the Design Criteria Professional: (See also Supplement #2 - FAA General Provisions, Section 50-01)

The Design Criteria Professional will decide questions that may arise as to the quality, acceptability, and technical interpretation of the DCP. Meetings or teleconferences may be held with the Design Criteria Professional, the DBT Architect/Engineer, CPM/PMO to coordinate any changes that may be proposed by the DBT which would deviate from the performance criteria as approved in the DCP.

The CPM will decide any and all questions that may arise as to the work performed, the rate of progress of the Work, the fulfillment of the Contract Documents on the part of the DBT and the rights of different contractors on the Project. However, the Contract Administrator (CA) shall have final authority over any and all decisions made by the CPM. The CPM will determine the amount and quality of the Work performed and materials furnished.

5.2. Conformity with Drawings and Specifications: (See also Supplement #2 - FAA General Provisions, Section 50-02)

5.2.1. All work and all materials furnished shall be in conformity with the lines, grades, grading sections, cross sections, dimensions, materials requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

5.2.2. If the CPM finds the materials furnished, or the finished product not within conformity with the Contract Documents but that the portion of the Work affected will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the COUNTY, the CPM will advise the PMO and CA of its determination that the affected work be accepted and remain in place. In this event, the CPM will document its determination and recommend to the COUNTY a basis of acceptance that will provide for an adjustment in the Lump Sum Amount for the affected portion of the Work. The CPM’s determination and the CPM’s recommended adjustments will be based on good
engineering judgment and such test or retests of the affected work as are, in their opinion, needed. Changes in the Lump Sum Amount shall be covered by contract modifications as applicable.

If the CPM finds that the materials furnished, or the finished product are not in reasonably close conformity with the Contract Documents 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 DBT in accordance with the CPM’s written instructions.

For the purpose of this Section, the term “reasonably close conformity” shall not be construed as waiving the DBT’s responsibility to complete the Work in accordance with the Contract Documents. The term shall not be construed as waiving either the CPM’s right to insist on strict compliance with the Contract Documents during the DBT’s prosecution of the Work, when, in the CPM’s opinion, such compliance is essential to provide an acceptable finished portion of the Work.

For the purpose of this Section, the term “reasonably close conformity” is also intended to provide the CPM with the authority to use good architectural and engineering, and construction management judgment in their 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 Documents.

5.3. Coordination of Contract Documents: (See also Supplement #2 - FAA General Provisions, Section 50-03)

5.3.1. The Contract Documents and all referenced standards cited are essential parts of the Agreement. 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, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Cited standards for materials or testing, and cited FAA Advisory Circulars, FDOT, and other standards shall be considered as standard specifications. The provisions of this section do not modify the Priority of Provisions of Section 20.22 of the Design-Build Agreement.

5.3.2. Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment or method of measurement shown on the written Contract Documents, will take precedence over any variance with the drawings.

5.3.3. The DBT shall not take advantage of any apparent error or omission in the Contract Documents. In the event the DBT discovers any apparent conflict, error or discrepancy, it shall immediately notify the CPM for an interpretation and decision.
5.4. Design Criteria Professional’s Drawings:

5.4.1. The drawings furnished by the Design Criteria Professional consist of general concept drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show, in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans will show all dimensions of the Work contemplated.

5.4.2. When the structure plans do not show dimensions in detail, they will show general features and such details as necessary to give a comprehensive idea of the design and construction of the structure.

5.4.3. Not all potential conflicts are known within the Project area. Not all conflicts are shown on the concept drawings. The DBT is solely responsible for the location and protection of all equipment and facilities, which are to remain in service and in place during and after completion of all Project Work even though not shown on the Design Criteria Professional’s drawings.

5.5. Field Notes:

Field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the CPM as the Work progresses and copies shall be furnished to the CPM and PMO at the time of completion of the Project. An inspection or checking of the DBT’s field notes or layout work by the CPM and the acceptance of all or any part thereof, shall not relieve the DBT of its responsibility to achieve the lines, grades, and dimensions shown in the drawings and specifications.

5.6. Payment:

The cost of all stakes and the cost of performing layout work as described above shall be included in the DBT’s Cost of Work for the various items of Work to which it is incidental.

5.7. Automatically Controlled Equipment: (See also Supplement #2 - FAA General Provisions, Section 50-07)

Whenever equipment, including 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 operation will produce results which conform to all other requirements of the Contract. Such manual operation must be approved by the CPM.
5.8. **Authority and Duties of Inspectors:** (See also Supplement #2 - FAA General Provisions, Section 50-08)

5.8.1. Inspectors employed by the CPM, FDOT, FAA, and the COUNTY are authorized to inspect all work done and all materials 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 Documents. Inspectors are not authorized to issue instructions contrary to the Contract Documents or to act as foreman for the DBT.

5.8.2. Inspectors employed by the CPM are authorized to notify the DBT of any failure of the Work or materials to conform to the requirements of the Contract Documents and prepare a nonconformance report.

5.9. **Inspection of Work:** (See also Supplement #2 - FAA General Provisions, Section 50-09)

5.9.1. All materials and each part or detail of the Work shall be subject to inspection. The CPM, Design Criteria Professional, COUNTY staff or Consultants, FAA, FDOT, or QAMT shall at all times be allowed access to all parts of the Work and DBT shall provide proper facilities, assistance, and information as is required to allow for complete and detailed inspections.

5.9.2. If the CPM or PMO requests it, the DBT, 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 DBT 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 DBT’s expense.

5.9.3. Any Work done or materials used without review by the CPM may be ordered removed and replaced at the DBT’s expense unless CPM failed to inspect after having been given reasonable notice in writing that the Work was performed and ready for inspection.

5.9.4. Should the Work include relocation, adjustment, or any other modification to existing facilities, not the property of the COUNTY, authorized representatives of such facilities shall be given the right to inspect such Work. Such inspection shall in no sense make the COUNTY a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract. Inspection and approval of the Work or any portion thereof shall not relieve the DBT of responsibility for faulty materials or workmanship.
5.9.5. Should the Contract Documents, Florida Building Code, FAA and/or FDOT instructions, laws, ordinances, or any public authority require any work for the Project to be specialty tested or approved, DBT shall give to the CPM at least five (5) working days notice of readiness of the work for inspection and testing. If the testing or approval is to be made by an authority other than the COUNTY, timely notice shall be given to such authority of the date fixed for such testing. Inspections and testing shall be made promptly, and, where practicable, at the source supply. If any work for the Project should be covered up without approval or consent of the CPM, it must, if required by the CPM or PMO, be uncovered for inspection and properly restored at DBT’s expense.

5.9.6. Re-examination and re-testing of any work for the Project may be ordered by the CPM; and if so ordered, such work must be uncovered by DBT. If timely notice of examination, inspection or testing was given by the DBT, and such work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of re-examination, re-testing and replacement. If such work is not in accordance with the Contract Documents, DBT shall pay all such costs.

5.9.7. Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents without written permission or instruction of the CA.

5.10. Removal of Unacceptable and Unauthorized Work: (See also Supplement #2 – FAA General Provisions, Section 50-10)

5.10.1. All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable by the CPM and CA.

5.10.2. 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 Completion of the Work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the Contract Documents.

5.10.3. Work done beyond the lines shown on the Drawings 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 Documents. Work so done may be ordered removed or replaced at the DBT’s expense.

5.10.4. Upon failure on the part of the DBT to comply forthwith with any order of the CPM made under the provision of this Section, the COUNTY 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 COUNTY) from any monies due or to become due the DBT.
5.11. Maintenance During Construction: (See also Supplement #2 - FAA General Provisions, Section 50-12)

The DBT shall maintain the Work during construction and until the Work is accepted by the CPM and PMO. 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. All Work shall be protected during any delay between phases or sub-phases of construction required to complete the Work.

5.12. Failure to Maintain the Work: (See also Supplement #2 - FAA General Provisions, Section 50-13)

5.12.1. Should the DBT at any time fail to maintain the Work as provided in the Section titled “Maintenance During Construction”; the CPM will notify the DBT of such noncompliance. Such notification will specify a reasonable time within which the DBT shall be required to remedy such unsatisfactory maintenance condition.

5.12.2. Should the DBT fail to respond to the CPM’s notification, the CA may suspend any work necessary for the COUNTY to correct such condition. Any maintenance costs incurred by the COUNTY shall be deducted from monies due or to become due the DBT.

6. Rights of Various Interests:

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

7. Explosives: (See Supplement #2 - FAA General Provisions, Section 70-09)

8. Plans and Working Drawings:

COUNTY, through its CPM, shall have the right to require DBT to clarify, and expand on the details of the DBT Architect/Engineer’s drawings (plans) and specifications, to supplement said plans with additional plans, drawings, or additional information as the Project proceeds, all of which shall be considered as part of the Contract Documents at no additional cost to COUNTY. The plans and specifications and DBT Agreement are to be considered together, and are intended to be mutually complementary so any work specified in the specifications though not shown on the plans, is to be executed by DBT as part of the Contract Documents. All things which, in the opinion of the CA, may reasonably be inferred from this Agreement and plans as developed by DBT and accepted by the CPM, PMO, and CA are to be executed by DBT. The CPM and Design-Build Criteria Professional shall determine whether the final plans prepared by the DBT’s Architect/Engineer conform to the Design-Build Criteria Package.
All plans and specifications and related technical documentation shall be submitted in electronic and reproducible copy and shall meet COUNTY, FDOT and FAA guidelines. Determinations of the CPM shall not relieve the DBT of the responsibility to comply with all terms of the Contract Documents or any requirements of BCAD, FDOT, FAA, or other permitting agencies.

9. **DBT’s Responsibility for Damages and Accidents:**

9.1. DBT shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever, except as provided in the Section titled “Use of Completed Portions”.

9.2. DBT shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, DBT shall replace same without cost to COUNTY, except as provided in Section titled “Use of Completed Portions”.

10. **Subconsultants/Subcontractors:**

10.1. DBT shall, after award and prior to the start of construction, notify CPM in writing of the names of subconsultants/subcontractors proposed for the Project and identify the portion of the Work for the Project each will perform. DBT shall have a continuing obligation to notify the CPM of any change in subconsultants/subcontractors. Notification of the names of subconsultants/subcontractors shall not relieve DBT from the prime responsibility of full and complete satisfactory performance of all contractual obligations. Each subcontractor must possess certificates of competency and licenses required by law.

10.2. DBT shall be fully responsible for all acts and omissions of its subconsultants/subcontractors and of persons directly or indirectly employed by its subconsultants/subcontractors and of persons for whose acts any of them may be liable to the same extent that DBT is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subconsultants/subcontractors and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due any subconsultant/subcontractor. COUNTY or CPM may furnish to any subconsultant/subcontractor evidence of amounts paid to DBT on account of specific work performed.

10.3. DBT agrees to bind specifically every subconsultant/subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

11. **Use of Completed Portions:** (See also Supplement #2 - FAA General Provisions Section 50-14. In the event the DBT requests partial acceptance pursuant to FAA General Provisions Section 50-14, and such request is approved by the CA, the process and documentation of acceptance shall follow this Section and the Section titled “Project Closeout”.)
12. **Construction Area:**

12.1. DBT shall use areas approved by COUNTY for deliveries and personnel. Contract limits of construction area are indicated on the Design-Build Criteria Drawings. Equipment, material and personnel shall be in conformance with the Contract Documents.

12.2. To provide for maximum safety and security, DBT shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, to protect life and property during the period of construction.

13. **Lands for Work:** *(See also Supplement #2 - FAA General Provisions Section 70-15; For Roadway and Associated Infrastructure see FDOT Section 7-1)*

13.1. COUNTY shall provide as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way and easements for access thereto and such other lands as are designated for the use of DBT. No claim for damages or other claim other than for an extension of time shall be made or asserted against COUNTY by reason of any delay arising as a result of any failure of COUNTY to provide such lands on the date needed by DBT.

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

14. **Legal Restrictions and Traffic Provisions:**

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

15. **Location and Damage to Existing Facilities, Equipment or Utilities:** *(See also Supplement #2 - FAA General Provisions Section 70-15; For Roadway and Associated Infrastructure see FDOT Section 7-7, 7-11)*

15.1. Requirements Included:

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

15.1.2. Prior to Bidding, the DBT shall make a thorough investigation of the Project area to satisfy DBT as to the location, condition, and characteristics of any and all facilities, utilities, and features which may affect the Work.

15.1.3. The DBT hereby agrees to make no claims against the COUNTY, CPM, PMO, or the Design-Build Professional and/or their representatives relating to the existence or lack of, location, condition, and/or characteristics of any existing facilities, utilities, or features.

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

15.1.5. The DBT shall not install any restrictive device, including but not limited to mud plugs, in any storm drain line or structure without written approval from the CPM. A CPM representative must be present during the installation and removal of any restrictive device. Damage caused by flooding as the result of a restrictive device shall be repaired and/or replaced by the DBT to satisfactory conditions acceptable to CPM at no additional cost to the COUNTY.

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

15.1.7. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures and utilities is to be completely repaired within a reasonable time. The COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the DBT. All such repairs made by the DBT are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.
15.2 Protection of Existing Utilities:

15.2.1. The term “utilities” includes FAA power and control cables, FP&L Power Lines, telephone cables, lines, fiber optics, Sheriff’s Department lines, airline communication cables, airfield lighting cables, COUNTY underground data and electrical, communications lines, cables, water lines, drainage lines, irrigation lines, sanitary force main, sanitary lines, and fuel and gas lines. These utilities may be located in the areas of demolition and construction. Disruption of these utilities could seriously disrupt operation of the Airport.

15.2.2. Although the Design Criteria Professional’s drawings generally locate cables and utilities, actual locations are uncertain. The DBT is required to verify all locations, in accordance with Florida Statute 556.101-111, “Underground Facility Damage Prevention and Safety Act”. The DBT shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-4770 and the CPM prior to any and all digging operations.

15.2.3. Any intentional interruption of existing utilities for the purpose of carrying out the Work shall be carried out in a manner to minimize the length of the interruption. Before any such interruption, the DBT shall give a minimum of 48 hours written notice to the CPM.

15.2.4. The COUNTY reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service at any time during the progress of the Work.

15.2.5. Except as listed in the Contract Documents, the DBT shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or FAA facilities located within the limits of the Work without the written permission of the CPM.

15.2.6. Should the COUNTY, public or private utility service, FAA, or a utility need to construct, reconstruct, or maintain such utility service during the progress of the Work, the DBT shall cooperate with such by arranging and performing the Work in this Agreement so as to facilitate such work by others. In addition, the DBT shall control its operations to prevent the unscheduled interruption of such utility services. It is understood and agreed that the DBT shall not be entitled to make any claim due to such authorized construction by others or for any delay to the Work resulting from such authorized construction.

15.2.7. Failure of the DBT to properly coordinate in advance, Work and/or repairs on or near existing utilities shall be cause for the CPM to suspend the DBT’s operations in the vicinity of such utilities.

15.2.8. If damage occurs to any utilities, the DBT will be assessed a fee of $2,000 liquidated damages per cut per cable, line or strand. The
15.2.9. Should the DBT damage or interrupt the operation of a private utility service or FAA equipment by accident or otherwise, the DBT shall immediately notify the proper utility service or FAA equipment and the DBT shall take all reasonable measures to prevent further damage or interruption of service. The DBT, in such events, shall cooperate with the utility service or FAA equipment and the CPM continuously until such damage has been repaired and service restored to the satisfaction of the utility service owner or FAA equipment.

15.2.10. The DBT shall immediately repair, at its own expense, with identical material by skilled workmen, all utilities, FAA cables and other equipment, which are damaged by its workmen, equipment, or Work.

15.2.11. The Airport's publicly owned facilities located on Airport property, including underground cables, pavements, piping, buildings, turfed areas, vehicles, and other facilities and improvements, that are damaged by the DBT, shall, at the election of the CA, (1) be replaced and/or repaired by the DBT to the satisfaction of the CPM and CA, or (2) be replaced or repaired by the COUNTY at the DBT’s expense.

15.2.12. Protection of Work shall include protecting of work that is factory finished, during transportation, storage, during and after installation. Where applicable and as required, DBT shall close off spaces where certain work has been completed to protect it from damages caused by others during their operations.

15.2.13. DBT shall store materials in accordance with manufacturer’s requirements and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Agreement and until the final acceptance of the Work. If any materials or part of the Work should be lost, damaged, destroyed by any cause or means whatsoever, DBT shall satisfactorily repair or replace the same at DBT’s own cost, at the discretion of the CA. DBT shall maintain suitable and sufficient guards and barriers, and at night, suitable and sufficient lighting for the prevention of accidents.

15.2.14. When working on or around utilities that have pressurized fluid flows, the DBT shall have utility owner representatives with DBT provided working and fully charged radios stationed at cut-off valves at each end of the utility the DBT is performing work to immediately have valves shut-off in the event of a DBT caused pipe failure or damage to prevent flows of fluids.
16. **Continuing the Work:**

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

17. **Value of Change Order Work:**

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

17.1.1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to applicable provisions of the DBT Agreement.

17.1.2. By mutual acceptance of a lump sum which includes the DBT's fee for overhead and profit and includes any subcontractor fees as determined in applicable provisions of the DBT Agreement.

17.1.3. On the basis of the "cost of work," determined as provided in Sections 17.2 and 17.3 below, plus DBT's fee for overhead and profit which is determined as provided in the applicable provisions of the DBT Agreement and Broward County Procurement Code.

17.2. The term "cost of work" means the sum of direct costs necessarily incurred and paid by DBT in the proper performance of the Project described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those in Section 7.3.2 of the Agreement and shall include only the following items:

17.2.1. Payroll costs for employees in the direct employ of DBT in the performance of the work described in the Change Order under schedules of job classifications agreed upon by COUNTY and DBT. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours shall be included in the above to the extent authorized by COUNTY.

17.2.2. Cost of all materials and equipment furnished and incorporated in the Project, including costs of transportation and storage thereof, and
manufacturers' field services required in connection therewith. All cash
discounts shall accrue to DBT unless COUNTY deposits funds with DBT
with which to make payments, in which case the cash discounts shall
accrue to COUNTY. All trade discounts, rebates and refunds, and all
returns from sale of surplus materials and equipment shall accrue to
COUNTY and DBT shall make provisions so that they may be obtained.
Rentals of all construction equipment and machinery and the parts
thereof whether rented from DBT or others in accordance with rental
agreements approved by COUNTY with the advice of CPM and the costs
of transportation, loading, unloading, installation, dismantling and removal
thereof, all in accordance with the terms of said agreements. The rental
of any such equipment, machinery or parts shall cease when the use
thereof is no longer necessary for the work.

17.2.3. Payments made by DBT to subcontractors for work performed by
subcontractors. The term subcontractor shall include architects and
engineers employed for services specifically related to the Project. If
required by COUNTY, DBT shall obtain competitive bids from
subcontractors acceptable to DBT and shall deliver such bids to COUNTY
who will then determine, with the advice of CPM, which bids will be
accepted. If the subcontract provides that the subcontractor is to be paid
on the basis of cost of the work plus a fee, the subcontractor’s cost of the
work shall be determined in the same manner as DBT’S cost of the work.
Whenever a subcontractor is involved, a complete and separate
breakdown must be submitted by the subcontractor for its portion of work.
All subcontractors shall be subject to the other provisions of the Contract
Documents insofar as applicable.

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

17.2.5  Supplemental costs including the following:

17.2.5.1. The proportion of necessary transportation, travel and
subsistence expenses of DBT’s employees incurred in
discharge of duties connected with the work except for
local travel to and from the site of the work.

17.2.5.2. Cost, including transportation and maintenance, of all
materials, supplies, equipment, machinery, appliances,
office and temporary facilities at the site and hand tools not
owned by the workmen, which are consumed in the
performance of the work, and cost less market value of
such items used but not consumed which remains the
property of DBT.
17.2.5.3. Sales, use, or similar taxes related to the work, and for which DBT is liable, imposed by any governmental authority.

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

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

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

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

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

17.3.1. Payroll costs and other compensation of DBT's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by DBT whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 17.2.1, all of which are to be considered administrative costs covered by DBT's fee.

17.3.2. Expenses of DBT's principal and branch offices other than DBT's office at the Project site.

17.3.3. Any part of DBT's capital expenses, including interest on DBT's capital employed for the work and charges against DBT for delinquent payments.

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

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

17.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 7.3 of the Agreement.

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

17.5. Whenever the cost of any work is to be determined DBT will submit in a form acceptable to CPM an itemized cost breakdown together with the supporting data.

17.6. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, DBT shall submit promptly an initial cost estimate acceptable to CPM, substantiated by a complete itemized breakdown.

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

17.6.2. Whenever a change involves DBT and one or more subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for DBT and each subcontractor or consultant shall be itemized separately.

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

18. **No Interest:**

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

19. **Shop Drawings, Product Data and Samples:** *(See Division 1 Supplement #3, Sections 5-1.4, 1.5, for FDOT Roadway and Structures)*

19.1. **General Requirements:**

19.1.1. DBT shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. 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.

19.1.2. DBT shall submit to CPM a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CPM shall in no way relieve DBT from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop
Drawings. The list shall include and identify specific shop drawings required by the permitting agencies, prior to issuance of permits.

19.1.3. After the approval of the list of items required above, DBT shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. DBT shall include all shop drawings and other submittals in its certification. All shop drawings shall be signed and sealed by the fabricator’s or vendor’s engineer, who must be registered in the State of Florida.

19.1.4. DBT shall thoroughly review and check the Shop Drawings, and each and every copy shall show DBT’s approval thereon.

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

19.1.6. No work called for by Shop Drawings shall be performed until the said Drawings have been accepted by the CPM. Acceptance shall not relieve DBT or DB Architect/Engineer from responsibility for errors or omissions of any sort on the Shop Drawings.

19.1.7. Partial Shop Drawing submissions for items which interconnect and/or are interdependent will not be accepted. It is DBT’s responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them itself and then make one submission to the CPM along with DBT’s comments as to compliance, noncompliance, or features requiring special attention.

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

19.1.9. DBT shall submit the number of copies required by the CPM. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

19.1.10. The CPM’s acceptance of the Shop Drawings will be general and shall not relieve DBT of responsibility for the accuracy of such Drawings, nor for the furnishing of the materials or work required by the Contract and not indicated on the Drawings.

19.1.11. DBT shall keep one set of Shop Drawings at the job site at all times.

19.1.12. CPM shall be responsible for reviewing the original shop drawings and one resubmittal. Any additional resubmittals by the DBT shall have the review time by the CPM charged to the DBT and deducted from its earnings permanently.
19.2. **Submission and Approval Schedule:**

19.2.1. Immediately following development and acceptance of fully developed Progress Schedule specified under the Section titled “Progress Schedule (Computerized CPM)”, prepare complete schedule of work-related submittals, including shop drawings, product data, and samples. Submit within ten (10) days of date required for establishment of Progress Schedule. Correlate Submittal Schedule with listing of principal subcontractors, with listing of products or procurements schedule.

19.2.2. **Color Schedule:** Submit separate listing of items requiring color selection by the CPM in accordance with the Contract Documents.

19.2.3. The DBT shall prepare and submit in electronic Excel Format and hard copies in triplicate each to the CPM a completely itemized Schedule of 100% Plans, specifications, design notes, design calculations, shop drawings, product data and samples, listing each and all such items as required under the specifications. Shop Drawings, Product Data and Samples, listing each and all such items as required under the specifications. Schedules shall indicate for each required item:

19.2.3.1. Prepare Schedule in chronological sequence of first submittals.

19.2.3.2. Show category of submittal, generic description of work covered, activity or event number on progress schedule, scheduled date for first submission, and blank columns for actual date of submittal, resubmittal, and final release or acceptance by CPM.

19.2.3.3. Identification as to pertinent Specification Division.

19.2.3.4. Relevant matters.

19.2.3.5. Name of pertinent Subcontractor or supplier and the name of pertinent manufacturer.

19.2.3.6. Schedule date of delivery of pertinent items to the Project.

19.3. **Procedure Requirements:**

19.3.1. **Coordination:** Coordinate the preparation and processing of submittals with the performance of the Work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

19.3.2. Coordinate the submittal of different units of interrelated Work so that one submittal will not be delayed by the reviewer’s need to review a
related submittal. The CPM reserves the right to withhold action on any submittal.

19.3.3. Scheduling: In each appropriate administrative submittal, such as the progress schedule, show the principal Work-related submittals and time requirements for coordination of submittal activity with related Work.

19.3.4. Coordination of Submittals Times: Prepare and transmit each submittal to the CPM and the applicable governing authority reviewing entities (Reviewing Entities), sufficiently in advance of the scheduled performance of related Work and other applicable activities. Transmit different kinds of submittals for the same unit of Work so that processing will not be delayed by the Reviewing Entities need to review submittals concurrently for coordination.

19.3.5. Coordinate both procedural timing and listing, including naming and sequencing, or reports and activities required by provisions of this Section and other Sections, to afford consistency and logical coordination between submitted reports or lists. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to entities involved in Work.

19.3.6. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary.

19.3.6.1. Allow a minimum of thirty five (35) calendar days for the Reviewing Entities’ initial processing of each submittal. The CPM will advise the DBT promptly when it is determined that a submittal being processed must be delayed for coordination. Mitigation plans to be received by the CPM will require a minimum of 60 days.

19.3.6.2. Allow a minimum of thirty five (35) calendar days for reprocessing each submittal.

19.3.6.3. No Contract Time extension shall be authorized because of the DBT's failure to transmit submittals to the CPM and the Reviewing Entities sufficiently in advance of the Work and in accordance with the approved submittal schedule.

19.4. Submittal Preparation:

19.4.1. Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

   Project name.
   Date.
Name and address of CPM.
Name and address of DBT.
Name and address of Subcontractor.
Name and address of Supplier.
Name of Manufacturer.
Number and title of appropriate specification section.
Drawing number and detail references, as appropriate.
Similar definitive information as necessary.

19.4.2. Provide a space on the label for the DBT’s and DB Architect/Engineer review and approval markings, and a space for the CPM’s and Reviewing Entities “Action” marking.

19.5. Submittal Transmittal:

19.5.1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the DBT to the CPM by use of a transmittal form. Submittals received from sources other than the DBT will be returned to the sender “without action”.

19.5.2. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including variations and limitations.

19.6. Submittal Numbering:

19.6.1. To facilitate review, the DBT shall number consecutively each submittal. This numbering system shall be in order of submittal. Any re-submittal required shall have the same number as the original submittal followed by notation signifying that this is a second (or third, etc.) submittal; example: SUB# - SPEC # - REV #.

19.6.2. In addition, all submittals shall have the following information placed on them by the DBT and review of a particular submittal will be undertaken only if such information is provided.

a. Shop Submittal Number: ________________________________
b. Deviations: None _______________; as listed ____________
c. Reference Specification Number: __________________________ 
d. Reference Drawing Number: ________________
e. Space Requirement: As designed ________________
   Different, as listed ________________
f. DBT has reviewed and submitted for review.

Signature: ____________________________________________

Date: _______________________________________________
19.7. **Additional Copies:**

Provide additional copies of submittals required by applicable governing authorities that are in addition to copies specified for submittal to the CPM.

19.8. **Specific Submittal Requirements:**

19.8.1. **General:**

19.8.1.1. The Reviewing Entities may consist of FDOT Central and District Offices, Broward County Building Code Services (BCS) and Traffic Engineering, FAA, and the Design Criteria Professional.

19.8.1.2. The CPM will serve as the monitoring coordinator for all submittals from the DBT and the comments/approvals from the Reviewing Entities.

19.8.1.3. The 100% contract plans, calculations and shop drawings for the construction and deconstruction of structures (permanent and temporary), the construction of MSE walls and the geotechnical recommendations prepared by the DBT will be reviewed concurrently by the FDOT’s Central Structures Design Office (SDO). Copies of all SDO comments will go to CPM.

19.8.1.4. The 100% contract plans, specifications, calculations and shop drawings for the roadways and all other elements within FDOT right of way not stated in (b) above will be reviewed by the FDOT District IV Office. District IV will be responsible for coordinating the approval process within the set time frame.

19.8.1.5. The 100% contract plans, specifications, calculations and shop drawings for the structures, roadways and other elements within the Broward County Aviation Department right of way will be reviewed by BCS. Signage will be reviewed by Traffic Engineering.

19.8.1.6. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

19.8.1.7. Shop Drawings, Product Data and Samples submitted to the CPM and the Reviewing Entities for review shall first be checked and approved by the DBT. Shop Drawings, Product Data and Samples received without the DBT’s “check and approved” stamp will be cause for immediate return without further action. Each drawing correctly
19.8.1.8. Specific submittal requirements for individual units of Work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.

19.8.1.9. In submitting, design calculations, shop drawings, product data, and similar items for review, a total of ten (10) copies shall be submitted. This number includes two (2) for return to the DBT. If the DBT desires more than two (2) copies returned, he shall submit to the CPM with the initial and subsequent transmittals the additional number desired up to a maximum of an additional three (3) copies. If the CPM requires additional copies, he will so inform the DBT upon return of the reviewed material. Additional copies of the drawings will be requested in the case where the subject matter shown thereon requires coordination of two (2) or more contractors.

19.8.1.10. Shop drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all necessary details pertaining to coordinating the Work, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and all other items of information that are required to demonstrate detail compliance with the Drawings and Specifications.

19.8.1.11. If the DBT proposes equipment requiring materially different layout from that shown on the Drawings and if such substitution is acceptable to the CPM, the DBT shall submit drawings showing the revised layout of all affected structures, piping and equipment.

19.8.1.12. The CPM's and the Reviewing Entities review of the DBT’s shop drawings signifies only that such drawings appear to be in conformity with the Contract Documents or with the Reviewing Entities instructions. Such review does not indicate approval of every detail of the drawings nor the means and methods of the DBT which are indicated thereon.

19.8.1.13. Regardless of the corrections made in, or reviews given to such drawings by the CPM and the Reviewing Entities, the DBT will nevertheless be responsible for the accuracy of
such drawings, for their conformity to the Drawings and Specifications, and for the proper fitting and construction of the Work.

19.9. Shop Drawings:

19.9.1. Composite Shop Drawings shall be prepared by the DBT where the CPM determines them to be required for coordination of the Work, including but not limited to:

19.9.1.1. Where Work by separate entities requires off-site fabrication of products and materials which must be accurately interfaced and closely intermeshed to produce required results, prepare composite drawings to indicate how work shown by separate shop drawings will be interfaced, intermeshed and sequenced for installation.

19.9.1.2. Prepare drawings to indicate how Work shown by separate civil, structural, mechanical, and electrical shop drawings shall be interfaced, intermeshed and sequenced for installation.

19.9.1.3. Prepare drawings for window walls showing integration of structural systems, glass, plaster, and other items making up principal wall system.

19.9.1.4. No more than three (3) weeks before materials are fabricated or Work has begun, DBT shall submit to CPM complete, composite, blackline drawings. Prepare using ¼” minimum scale with congested areas and sections through shafts at 3/8” minimum scale. Submit total sleeving drawings.

19.9.1.5. Each architectural, civil, structural, mechanical, and electrical subcontractor shall be responsible for coordination of their portions of the Work with DBT and with each affected trade.

19.9.1.6. DBT shall resolve conflicts, certify blackline drawings with signature of an authorized person, and submit blackline drawings to CPM.

19.9.1.7. Composite drawings for CPM’s and Subcontractor’s use during construction shall not be construed as replacing any shop drawing or other Project Record Documents.

19.9.1.8. CPM’s review of composite drawings shall not relieve the DBT from overall responsibility for coordination of work performed pursuant to the Agreement.
19.9.2. Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the Work, compliance with specified standards and notations of coordination requirements with other Work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.

19.9.3. Coordination Drawings: Provide coordination drawings where required for the integration of the Work, including Work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of Work, which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.

19.9.4. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2” x 11”; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 30” x 42”. Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process and the CPM’s “Action” marking.

19.9.5. Do not reproduce Contract Documents or copy standard printed information as the basis of shop drawings.

19.9.6. Final Submittal: Provide ten (10) prints to the CPM plus two (2) additional prints where required for maintenance manuals, plus the number of prints needed by the CPM for distribution to others. Two (2) prints will be returned; the remainder will be retained. One (1) of the prints returned is to be marked up and maintained by the DBT as a “Record Document”.

19.10. Product Data:

19.10.1. General information required specifically as product data includes manufacturer’s standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other Work.

19.10.2. Preparation: Collect required product data into a single submittal for each unit of Work or system. Mark each copy to show which choices and options are applicable to the Project. Where product data has been printed to include information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
19.10.2.1. Where product data must be specially prepared for required products, materials, or systems, because standard printed data is not suitable for use, submit data as “shop drawings” and not as “product data”.

19.10.2.2. Clearly mark each copy to identify pertinent products or models.

19.10.2.3. Show performance characteristics and capacities.

19.10.2.4. Show dimensions and clearances required.

19.10.2.5. Show wiring or piping diagrams and controls.

19.10.2.6. Indicate finish.

19.10.2.7. Supplement standard information to furnish information specifically applicable to Work.

19.10.2.8. Modify drawings and diagrams to delete information, which is not applicable to Work.

19.10.3. Submittals: Product data submittal is required for information and record and to determine whether the products, materials, and systems comply with the provisions of the Contract Documents. Therefore, the initial submittal is also the final submittal, except where the CPM or the Reviewing Entities observe that there is non-compliance with the provisions of the Contract Documents and returns the submittal promptly to the DBT marked with the appropriate “Action”.

19.10.3.1. Provide two (2) preliminary single-copy submittals where required, for selection of options by the CPM.

19.10.4. Initial Submittal: Except as otherwise indicated in individual sections of these specifications, submit a combined total of ten (10) copies to CPM and Reviewing Entities of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. Two (2) copies will be returned to the DBT, marked with “Action” and corrections or modifications as required, the remainder will be retained.

19.10.4.1. Do not submit product data or allow its use on the Project, until compliance with the requirements of the Contract Documents has been confirmed by the CPM.

19.10.5. Final Distribution: Furnish copies of approved product data to subcontractors, suppliers, fabricators, manufacturers, installers, Reviewing Entities and others as required for proper performance of the Work. Show distribution on transmittal forms.
19.10.6. Installation Copy: Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the Work.

19.11. Samples:

19.11.1. Submit samples for the CPM’s visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the Work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual Work as it is delivered and installed.

19.11.1.1. Refer to individual Work sections for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the DBT; such compliance is not considered in the CPM’s review and “Action” indication on sample submittals.

19.11.1.2. Documentation required specifically for sample submittals include a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.

19.11.2. Preparation: Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the Work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the CPM’s selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the CPM’s sample where so indicated.

19.11.2.1. Refer to individual sections of these specifications for samples, which, because of their relatively high cost or other special considerations, are intended to be returned to the DBT for incorporation in the Work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the CPM, indicate such special requests regarding the disposition of sample submittals.
19.11.2.2. Final Submittals: Submit six (6) sets of samples in the final submittal; one set will be returned.

19.11.3. Distribution of Samples: Maintain the final submittal sets of samples, as returned by the CPM, at the project site, available for quality control comparisons throughout the course of performing the Work. In addition, final submittal sets may be used to obtain final acceptance of the Work associated with each set. Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the Work. Show final distribution on transmittal forms.

19.11.4. Mock-Ups: Mock-ups are special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals. Mock-ups and similar samples specified in individual Work sections recognized as a special type of sample.

19.11.4.1. Field Samples:

19.11.4.1.1. Construct mock-up for CPM’s visual examination, for quality control, and performance of required testing.

19.11.4.1.2. Erect at location acceptable to CPM.

19.11.4.1.3. Size of Area: As specified in respective Specification Section.

19.11.4.1.4. Fabricate each sample and mock-up complete and finished using materials, fabrication, and installation methods identical with those indicated for Work.

19.11.4.1.5. Remove mock-ups at conclusion of Work or when acceptable to CPM if not incorporated into Work.

19.12. Miscellaneous Submittals:

19.12.1. Inspection and Test Reports: Classify each inspection and test report as being either “shop drawings” or “product data” depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

19.12.2. Warranties: Refer to Section titled “Warranties”, for requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the DBT’s use, furnish two (2) executed copies of such warranties, bonds, or agreements.
Provide two (2) additional copies where required for maintenance manuals.

19.12.3. Survey Data: Refer to other sections for requirements on property surveys, field measurements, and quantitative records of actual Work, damage surveys and similar data required by the individual sections. None of the specified copies will be returned.

19.12.4. Standards: Where submittal of a copy of a standard is indicated, and except where copies of standards are specified as an integral part of a “Product Data” submittal, submit a single copy of standards for the CPM’s use. Where workmanship, whether at the Project site or elsewhere is governed by a standard, furnished additional copies of the standard to fabricators, installers and others involved in the performance of the Work.

19.12.5. Closeout Submittals: Refer to Section 38 titled “Project Closeout”, and to individual section of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

19.12.6. General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the Work. Include such additional copies in the submittals to the CPM where the submittals are required to receive “Action” marking before final distribution. Record distributions on transmittal forms.

19.13. DBT’s Duties:

19.13.1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer’s catalog numbers, and conformance of submittal with requirements of Contract Documents.


19.13.4. Clearly identify on submittals, or in writing at time of submission, deviations in submittals from requirements of Contract Documents. DBT’s responsibility for deviations in submittals from requirements of Contract Documents is not relieved by CPM’s review of submittals unless CPM furnishes written recommendation of acceptance of specific deviations to the CPM and the CPM provides written acceptance to DBT.
19.13.5. Apply DBT’s mark or stamp, sign, and date, Signature of DBT’s authorized person certified verification of products, verification of field measurements and field construction criteria, and coordination of information within submittal with requirements of work and of Contract Documents. Submittals without DBT’s executed mark or stamp and signature will be returned without disposition.

19.13.6. Submittals that are received from sources other than through DBT's office will be returned without action. Delays resulting there from shall be DBT’s responsibility.

19.13.7. Package each submittal appropriately for transmittal and handling.

19.13.8. Distribute reproductions of shop drawings, copies of product data, and samples, which bear CPM’s stamp of approval, to jobsite file, record documents file, subcontractors, suppliers and other entities requiring information.

19.13.9. Do not fabricate products or begin work, which required submittals until return of submittal with CPM’s acceptance.

19.14. CPM’S Action:

19.14.1. Where action and return is required or requested, CPM will review each submittal, mark with action, and where possible return with reasonable promptness.

19.14.1.1. Where submittal must be held for coordination, DBT will be so advised by the CPM.

19.14.1.2. Affix stamp and initial or sign, and indicate requirements for re-submittal, or acceptance of submittal.

19.14.1.3. Return submittals to DBT for distribution or for resubmission.

19.14.2. Final Unrestricted Release: When submittal is returned marked “No Exceptions Taken”, work may proceed, provided it complies with Contract Documents.

19.14.3. Final-But-Restricted-Release: When submittal is returned marked “Note Markings”, Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents.

19.14.4. Returned for Re-submittal:

19.14.4.1. When submittal is returned marked “Revise and Resubmit” or is unmarked, the DBT shall not proceed with Work.
19.14.4.2. The DBT shall revise submittal in accordance with notations and resubmit without delay to obtain difference action marking.

19.14.5. Other Action: Where submittal is returned for other reasons, with the CPM explanation included, it will be marked “Not Accepted”.

20. Field Engineering:

20.1. DBT shall provide for field engineering services required for the Project. The work shall include the following elements:

20.1.1. Survey work required in execution of the Project, in accordance with Section 20.3.

20.1.2. Civil, roadway, structural, mechanical, electrical, architectural, plumbing, or other professional engineering services specified, or required to execute DBT’s construction methods.

20.2. Requirements Included:

20.2.1. Data furnished by the COUNTY will locate and reference survey base lines and will establish benchmarks at appropriate intervals along the base line to facilitate the proper layout of the Work by the DBT. The DBT shall preserve all reference points and benchmarks furnished by the COUNTY.

20.2.2. The DBT shall furnish all lines, grades, and measurements necessary to the proper prosecution and control of the Work under these Contract Documents. The Work shall include performing all calculations required and setting all control needed, such as offsets, reference points, and other reference marks or points necessary to provide lines and grades for construction. The data furnished by the COUNTY will establish horizontal and vertical control points only. The DBT is thereafter responsible to maintain these control points for use by subsequent contractors.

20.2.3. Horizontal and Vertical Control: The DBT shall also establish horizontal and vertical controls for carrying out utility relocation or construction Work when such Work is included in the Contract.

20.2.4. The DBT shall establish the building grades, lines, levels, column, wall and partition lines required.

20.2.5. The DBT shall calculate and measure required dimensions indicated within recognized tolerances and shall not scale drawings to determine dimensions.
20.2.6. The DBT shall advise subcontractors performing Work of marked lines and levels provided for use in layout of Work.

20.3. Survey:

20.3.1. Surveyor: Engage Land Surveyor or Professional Engineer experienced and specializing in land survey Work, who is registered by the State of Florida to perform specified service.

20.3.2. The DBT shall retain a competent Registered Professional Engineer or Registered Land Surveyor, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The Registered Professional Engineer or Land Surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

20.4. Procedure:

20.4.1. The DBT shall:

20.4.1.1. Verify layout information indicated in relation to property survey and existing benchmarks, before proceeding with layout of actual Work.

20.4.1.2. As Work proceeds, check major element for line, levels, and plumb.

20.4.1.3. Maintain accurate surveyor’s log or record book of such checks, available for CPM’s reference at reasonable times.

20.4.1.4. Record deviations from required lines and levels.

20.4.1.5. Advise CPM promptly upon detection of deviations exceeding indicated or recognized tolerances.

20.4.1.6. Record deviations, which are accepted on Project Record Drawings.

20.5. Records:

20.5.1. The DBT shall:

20.5.1.1. Maintain complete, accurate log of control and survey Work as it progresses.

20.5.1.2. On completion of foundation walls and major site
improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.

20.5.1.3. DBT shall prepare “as-built” drawings during the construction documenting the actual installation of the work. DBT shall prepare “Record” drawings which are sealed by a Professional Surveyor. All record drawings shall be submitted in accordance with the Section titled “Project Closeout”. DBT shall deliver these records in good order to CPM once the Work is completed.

20.5.1.4. Prior to final acceptance of the Project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the COUNTY.

20.6. Final Property Surveys:

20.6.1. The DBT shall:

20.6.1.1. Immediately before time of Substantial Completion, prepare final property survey showing significant features resulting from construction of Project.

20.6.1.2. Include on survey certification, sealed by surveyor, to the effect that principal lines and levels of Project are accurately positioned as shown on survey.

20.6.2. Survey Copies: Furnish two (2) copies of survey data, except furnish ten (10) copies of final property survey. Surveys shall also be provided in AutoCAD and PDF Format on a CD.

20.6.3. Records of Actual Work: Furnish four (4) copies, one of which will be returned for inclusion in Project Record Documents as specified in Section titled “Project Closeout”. Records of Actual Work shall also be provided in AutoCAD and PDF format on a CD when required by the CPM.

20.7. Execution:

20.7.1. Examination:

20.7.1.1. General: Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during
construction.

20.7.1.1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grade or locations.

20.7.1.2. Promptly replace lost or destroyed Project control points. Base requirements on the original survey control points.

20.7.1.2. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.

20.7.1.2.1. Record benchmarks locations, with horizontal and vertical data, on Project Record drawings. Datum for horizontal and vertical controls shall be as established in the Project Contract Documents.

20.7.1.2.2. Prior to construction, verify the location and invert elevation points of connection of sanitary sewer, storm water, and water-service piping.

20.7.1.3. Performance

20.7.1.3.1. Surveyor’s Log: Maintain a surveyor’s log of control and other survey work. Make this log available for reference.

20.7.1.3.2. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures utility poles, lines, services, or other appurtenances located in or affected by demolition operations. Coordinate with local authorities having jurisdiction.

20.7.1.3.3. Final Property Survey: Prepare a final property survey for the Project. Include on the survey certification, signed by the surveyor, that principal metes, bounds, lines, and level of the Project are accurately positioned as shown on the drawings in hard copy along with AutoCAD and PDF format on a CD.
21. Reference Standards and Definitions:

21.1. General:

21.1.1. Definitions: The following definitions apply to the Division 1 General Requirements

21.1.1.1. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

21.1.1.2. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the CPM, requested by the CPM and similar phrases.

21.1.1.3. "Approved": The term "approved," when used in conjunction with the CPM's action on the DBT's submittals, applications, and requests, is limited to the CPM's duties and responsibilities as stated in the Conditions of the Contract.

21.1.1.4. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

21.1.1.5. "Furnish": The term “furnish” by DBT means to supply and deliver to the Project storage site, and unload, unpack, assemble, and perform similar operations.

21.1.1.6. "Install": The term “install” describes operations at the Project site including the actual unloading, temporary storage, unpacking assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
21.1.1.7.  "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

21.1.1.8.  "Installer": An installer is the DBT or another entity engaged by the DBT, either as an employee, subcontractor, or contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

21.1.1.8.1.  Experienced: The term "experienced," when used with the term "installer," means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

21.1.1.8.2.  Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

21.1.1.8.3.  Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the DBT has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the DBT.

21.1.1.8.3.1.  This requirement shall not be interpreted to conflict with
enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

21.1.1.9. "Project site" is the space available to the DBT for performing construction activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

21.1.1.10. "Testing Agencies" or “QAMT”: A testing agency is an entity engaged by the COUNTY to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

21.2. Specification Format and Content Explanation:

21.2.1. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 18-division format, "MasterFormat" numbering system and FAA Advisory Circular 150/5370-10E format.

21.2.2. Specification Content: These specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

21.2.2.1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

21.2.2.2. Imperative and streamlined language are generally used in the Specifications. Requirements expressed in the imperative are to be performed by the DBT. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the DBT or by others when so noted.
21.3. Industry Standards:

21.3.1. Applicability of Standards. Unless the Contract Documents include more stringent requirements, applicable construction industry standards shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

21.3.2. Publication Dates. DBT shall comply with the standards in effect as of the date of the price proposal submittals.

21.3.3. Conflicting Requirements. Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, DBT shall comply with the most stringent requirement, and shall refer uncertainties and requirements that are different but apparently equal to the CPM for a decision before proceeding.

21.3.3.1. Minimum Quantity or Quality Levels. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. DBT shall refer uncertainties to the CPM for a decision before proceeding.

21.3.4. Copies of Standards. Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

21.3.4.1. Where copies of standards are needed to perform a required construction activity, the DBT shall obtain copies directly from the publication source and make them available on request.

21.3.5. Abbreviations and Names. Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision.

21.4. Submittals:

21.4.1. Permits, Licenses, and Certificates. For the COUNTY’s records, DBT shall submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments,
judgments, correspondence, records, and similar documents, as appropriate, established for compliance with standards and regulations bearing on performance of the Work.

22. **Safety and Protection:**

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

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

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

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

22.2. DBT shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. DBT shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referenced in subsections above, caused directly or indirectly, in whole or in part, by DBT, any subcontractor or consultant 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 DBT. DBT’s duties and responsibilities for the safety and protection of the Project shall continue until such time as all the Project is completed and the CPM has issued a notice to DBT that the Project is acceptable except as otherwise provided in the Section titled “Use of Completed Portions”.

22.3. DBT shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be DBT’s Designated Representative in accordance with the DBT Agreement and OCIP requirements.

22.4. Following are the general safety plan objectives that must be achieved in order to maximize safety and to minimize time and economic loss to the aviation community, construction DBT and others directly affected by the Project.

22.4.1. Keep the Airport, FEC, and FDOT roadways operational for all users.

22.4.2. Minimize delays to the Airport, FEC, and FDOT roadway operations.

22.4.3. Maintain safety of Airport, FEC, and FDOT roadway operations.
28.4.4. Minimize delays to construction operations.

28.4.5. Minimize airport-operation/construction-activity conflicts.

22.5. The DBT shall keep these objectives in mind when formulating its schedule and operational activities. The DBT’s responsibility for safety and security shall begin on the day when it starts Work or on the date of a Notice to proceed, whichever is earlier, and continues until Final Completion and Acceptance of the Work.

22.6. Safety Procedures:

22.6.1. In as much as each Work area will be accessible to and used by the general public, the COUNTY, airlines and other companies doing business at the Airport during the construction period, it is the DBT’s responsibility to maintain each Work area in a safe, hazard free condition at all times. This will include barricades, fencing, taping up sharp corners or any other precautions necessary to protect the public. Upon notification by the COUNTY, CPM, or PMO that an area is unsafe the DBT shall take whatever steps necessary to remedy the unsafe condition. Should the DBT not be immediately available for corrective action, the CPM may remedy the problem and the DBT shall reimburse the COUNTY for the expense of such correction.

22.6.2. Fire Control: Flame cutting will be permitted only on steel parts that cannot be removed in any other manner and only when at least one person is standing by exclusively with a fire extinguisher within ten (10) feet of the Work and within full view of the area. The fire extinguisher shall have been tested and ready for use. The DBT shall submit a fire protection plan to the CPM for approval prior to conducting the Work requiring said protection plan. A Hot Work Permit may be required as directed by the Fire Marshal’s office.

22.6.3. Protection of Property: Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) shall be protected with drop cloths, shielding and other appropriate measures to assure maximum protection of all property and vehicles.

22.7. General Safety Requirements:

22.7.1. A construction/safety meeting will be conducted by the OCIP representative after award of the Contract and prior to commencing construction. Additional construction/safety meetings and reporting may be scheduled as deemed necessary by the OCIP representative throughout the construction of the Project. Representatives from the DBT, CPM and any others deemed necessary by COUNTY will attend. The DBT shall also conduct Safety/Security meetings as deemed necessary. All DBT and subcontractor supervisors are required to attend.
22.7.2. Work may be stopped or suspended by the OCIP Representative, CPM or BCAD anytime the OCIP Representative, CPM or BCAD considers that the intent of the Safety Plan/Procedures is being violated or that a hazardous condition has been/was created. This decision to suspend the Work will be final and will only be rescinded by BCAD when satisfied that the DBT has taken action to prevent recurrence. Delays/work stoppage as a result of the suspension of the Work will be considered the fault of the DBT and shall not stop the Contract time for assessing liquidated damages.

22.7.3. If any construction activity within 175-feet of an active runway edge or 72-feet from an active taxiway edge requires the closure of the affected runway or taxiway, unless otherwise approved by BCAD Operations. No runway, taxiway or apron area shall be closed without written approval of BCAD Operations and the CPM. This will enable “Notices of Airmen” or other advisory communications to be issued. A minimum of 48 hours notice of requested closing shall be directed to the CPM who will coordinate the request with BCAD Operations.

22.7.4. When hauling, loading, grading, or when any of the DBT’s activities are likely to cause the deposit of loose materials in the AOA, powered vacuum sweepers shall patrol the affected areas continuously to remove such deposits. The sweepers shall be supplemented by hand sweepers, loaders, truck, etc. as necessary.

22.8. Closures:

22.8.1. Prior to the commencement of any demolition or other Work, which will cause an interruption, or modification to existing aircraft operations, the DBT shall confer with and obtain, written authorization from the CPM.

22.8.2. If the DBT requires access to operational areas not delineated on the Drawing(s), the DBT shall participate in negotiations leading to the imposition of restrictions on airport operations in the affected areas, he shall strictly abide by all conditions imposed by BCAD relating to his entry and use of such area and he shall not enter these areas until granted temporary, conditional entry clearance by BCAD Operations.

22.8.3. Trenching, excavation and other work requiring temporary runway or taxiway closure shall be limited by the DBT to that amount of work that can be completed within the hours of minimal operation. All ditches, excavations, etc. shall be restored prior to the end of the work period and affected pavements returned to service. This Work shall be scheduled during hours of minimal operations. Hours of minimal operation shall be the hours between 10:00 p.m. and 6:00 a.m. All other hours shall be hours of normal operation.
22.9. Operations Safety Inspection:

22.9.1. The entire Work site shall be inspected daily and more frequently if construction activities are of a nature that debris may accumulate on AOA pavements. Special inspections shall be conducted for each Work area prior to return to service for aircraft operation. The purpose of these inspections is to ascertain that areas returned to aircraft service are in satisfactory condition and that the overall Work site and its activities are within the safety criteria set forth in the Contract Documents. Inspections shall be conducted jointly by representatives of the DBT, OCIP Representative, BCAD Operations, the CPM and the airlines.

22.9.2. Any violations of safety criteria found during these inspections shall be rectified immediately. If a violation cannot be corrected on an immediate basis by the DBT, it shall immediately notify the CPM. No areas shall be approved for operations with violations occurring unless specifically authorized by BCAD-Operations, the CPM and the designated airline representative.

22.9.3. Open flame torch cutting or welding is prohibited unless adequate safety precautions have been taken. Use of explosively operated fastening devices within the confines of the Airport is strictly prohibited.

23. Maintenance of Traffic: (See also see Supplement #2 - FAA General Provisions Section 40-05; For Roadway and Associated Infrastructure see FDOT Section 8-4)

23.1. It is the explicit intention of the Contract Documents that the safety of aircraft, other vehicles, the public, as well as the DBT’s equipment and personnel, is the most important consideration. It is understood and agreed that the DBT shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to its own operations and the operations of all its subcontractors. It is further understood and agreed that the DBT shall furnish and install for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft.

23.2. The cost of maintaining the vehicular traffic specified in the Contract Documents shall be included in DBT’s Construction General Conditions.

23.3. Active aviation and other public areas exist in and around the Airport. The DBT shall not prevent traffic from using these areas. The Work shall be coordinated with the CPM and other agencies having an interest in the capability of the Airport and shall be programmed and stated accordingly, so that public traffic may be routed over partially completed Work. Appropriate safety precautions shall be provided by the DBT to protect employees, the public and the Work.

23.4. Should it be necessary for the DBT to complete portions of the Work for the beneficial occupancy of the County prior to completion of the whole Work, such “phasing” of the Work shall be specified, or as indicated on
the construction drawings. When so specified, the DBT shall complete such portions of the Work on or before the date specified.

23.5. If the DBT, with the concurrence of the CPM and CA, elects to complete one increment of Work prior to completion of the whole Work BCAD may at its sole discretion accept the Work for beneficial occupancy.

23.6. 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.

23.7. The DBT shall maintain traffic within the limits of the Project for the duration of the construction 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 aircraft, vehicular traffic and pedestrians.

23.7.1. Beginning Date of DBT's Responsibility: The DBT's responsibility for maintenance of traffic shall begin on the day it starts any field construction work on the Project or on the date of any Notice to Proceed whichever is earlier, and shall continue until the date of Final Completion and acceptance of the Work.

23.7.2. Number of Traffic Lanes. DBT shall close no more than one (1) lane on each roadway and ramp, unless otherwise approved by BCAD or FDOT. 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, or as required by FDOT standards. 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 CPM a minimum of seventy-two (72) hours prior to any closure.

23.8. At appropriate times during the performance of the Work, the DBT shall be responsible for performing daily inspections, including weekends and holidays with some inspection at night time, of the Work on the Project and replacing all equipment and devices not conforming to the approved standards during the inspection. The CPM will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

23.9. Sections Not Requiring Traffic Maintenance: DBT 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. DBT, 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 its operations.
23.10. Traffic Plan: The DBT shall present its Maintenance of Traffic Plan at the Pre-
Construction Conference. Maintenance of Traffic Plan(s) 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 DBT’s activities. In no case may the DBT begin Work until the CPM has
approved a Maintenance of Traffic Plan in writing. Modifications to any existing
Maintenance of Traffic Plan(s) 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.

23.11. Traffic During Construction: All construction vehicles are required to use existing
public traffic routes. Normal public traffic lanes are not to be used as staging
areas for arriving delivery vehicles. The DBT’s employees shall utilize the
designated DBT employee parking area.

23.11.1. 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.

Highway Construction, Maintenance and Utility Operations 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.

23.13. 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 with the DBT.
The required traffic control devices, warning devices and barriers shall be
erected by the DBT prior to creation of any hazardous condition and in
conjunction with any necessary re-routing of traffic. The DBT shall immediately
remove, turn or cover any devices or barriers that do not apply to existing
conditions.

23.13.1. The DBT shall make the CPM 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
DBT.

23.13.2. The DBT shall assign one of its employees the responsibility of
maintaining the positions and condition of all Maintenance of
Traffic control devices, warning devices and barriers throughout
the duration of the Work. The CPM shall be kept advised at all times as to the identification and means of contacting this employee on a twenty-four (24) hour basis.

23.14. Furnishing of Devices and Barriers: The DBT shall furnish all traffic control devices (including signs), warning devices, arrow boards, and barriers.

23.14.1. When the Work requires closing an Air Operations Area (AOA) of the Airport or portion of such area, the DBT 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 150/5340-1J, "Marking of Paved Areas on Airports, latest change."

23.14.2. The DBT shall furnish and erect all low profile 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 CPM.

23.15. 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.

23.16. Flagmen: The DBT shall provide competent flagmen to direct traffic where one-way operation in a single lane is in effect, where airside traffic movement is affected by DBT's operations, and in other situations as may be required by the standards established herein.

23.17. DBT Signing: The DBT may furnish and install construction traffic directional signs along the existing traffic route. The signs shall depict DBT'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 CPM shall approve all signs and their locations. NO OTHER SIGNS ARE PERMITTED WITHIN THE CONSTRUCTION COMPLEX.

23.18. Material Deliveries: The DBT shall make its own material and equipment deliveries. Vendors or suppliers shall make no deliveries without a representative of the DBT being present to coordinate it.

23.19. All dollies, floats or other conveyances used for debris removal shall be rubber tired, box type, and lined with plastic barrier to prevent debris falling from the cart. All carts are to be loaded within the confines of the dust barrier. Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the CPM.

23.20. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, the DBT shall give the
CPM a minimum of seventy-two (72) hours notice prior to the event.

23.21. Interference Request:

23.21.1. The DBT shall be responsible for notifying the CPM in writing and securing approval for any and all interruptions or interference with traffic (pedestrian, automobile, or other necessary function of the Airport or any of the Airlines, FEC Railway, as applicable).

23.21.2. The request shall include a traffic control plan indicating barricades, lighting and flagmen where required.

23.21.3. Such notification shall be made as soon as possible but in no case less than seventy-two (72) hours prior to the interference.

23.21.4. The DBT shall utilize a standard form addressed to the CPM with a blank space for a description of the interference, the exact area affected, the exact times and dates the interference will take place and blanks for CPM’s approval. The forms shall be submitted in duplicate. No interference will be allowed until the DBT has received back a copy of the approved interference request form.

23.22. Construction Area Limits:

23.22.1. The DBT is solely responsible for all security within the Construction Area from the date of the Notice to Proceed until the date of Final Completion. The DBT shall at all times conduct all operations under the Contract Documents in a manner to avoid or minimize the risk of loss, theft or damage by vandalism, sabotage or the means to any property. The DBT shall promptly take all reasonable precautions, which are necessary and adequate to correct all conditions, which threaten a risk of loss, theft or damage to property.

23.22.2. During construction, the DBT shall maintain these areas in neat condition. DBT’s vehicles, equipment and materials shall be stored in the areas designated on the Drawings. Upon completion of the Work, the staging and storing areas shall be cleaned-up and returned to their original condition to the satisfaction of the CPM. Remove all construction fencing and barricades from the Project Site. No special payment will be made for clean-up and restoration of the storage area. Personal vehicles shall not be permitted beyond the DBT’s Construction Area.

23.23. Obstructions to Navigation:

23.23.1. Penetrations of the imaginary surfaces defined in FAR Part 77 shall not be permitted without advance notification of and approval by BCAD-Operations and the FAA Tower Chief. It may be necessary to file Form 7460-1 with the FAA to obtain approval prior to operation of exceptionally tall equipment. This includes any penetrations whatsoever by the DBT,
including, but not limited to, vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc.

23.23.2. When penetrations are unavoidable they shall be brought to the attention of BCAD-Operations, the CPM and the FAA as far in advance as is practical to allow Notices to Airmen (NOTAMS) to be prepared and distributed to appropriate FAA divisions for publication and dissemination.

23.23.3. Appropriate sketches shall be prepared by the DBT with precise locations shown on the Airport Layout Plan along with elevations depicting the obstruction object’s relationship to the imaginary surfaces.

23.24. Emergency Response Routes:

23.24.1. The DBT shall familiarize itself with Airport emergency procedures and shall endeavor to conduct his operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment shall be maintained in operable condition at all times.

23.25. Access to the Construction Site:

23.25.1. The DBT’s access to the site shall be as shown on the Drawings. No other access routes shall be allowed unless approved by the CPM. All DBT traffic authorized to enter the site shall be experienced in the route or guided by the DBT’s personnel. The DBT shall be responsible for traffic control to and from the various construction areas on the site.

23.25.2. The DBT shall familiarize its employees with the route. Materials and equipment delivery trucks shall be accompanied by an employee of the DBT familiar with the route. The DBT shall be responsible for access control for the duration of the Work. This access control will be for all personnel.

23.25.3. The DBT is responsible for immediate clean-up of any debris deposited along the access route as a result of his construction traffic. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the DBT, and shall be immediately repaired to the satisfaction of the COUNTY. Directional signing along the delivery route to the storage area or Work site shall be as directed by the CPM.

23.26. Load Restrictions: (See also FAA General Provisions, Section 50-11)

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

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

23.27. DBT’S Security Requirements:

23.27.1. Identification – Vehicles: The DBT shall establish and maintain a list of DBT and subcontractors vehicles authorized to operate on the site and shall issue a permit to each vehicle to be made available upon demand by the CPM, BCAD or any Airport Security Officer. Vehicle permits shall be assigned in a manner to assure positive identification of the vehicle at all times. In lieu of issuing individual vehicle permits, the DBT can require each vehicle to display a large company sign on both sides of the vehicle and advise the COUNTY through the CPM of a current list of companies authorized to enter and conduct Work on the Airport.

23.28. Employee Parking:

23.28.1. Area for parking of the DBT’s employee’s vehicles is in the DBT’s Construction Area as provided by the COUNTY. DBT shall organize traffic flow and parking patterns, supply traffic control signs and markings, subject to the approval of the CPM. The DBT shall maintain the parking surface and pick up trash daily. No storage will be allowed on the parking site. The DBT shall restore the shape and grade of this parking area upon the job completion, seed and mulch or sod portions where existing ground cover is damaged and perform all Work required to restore the area to its original condition.

23.28.2. All vehicles that are parked in the DBT’s Construction Area shall have an identification in accordance with Section 28.13.1. Vehicles shall be parked so that identification stickers are visible from the parking lot driving lanes at all times. The DBT shall provide transportation for his employees from the parking area to the Work site using company owned vehicles.

23.28.3. When the DBT’s employees parking area is adjacent to another contractor’s parking area performing other construction for the COUNTY, cooperation between contractors is required to avoid any interferences in the performance of each respective construction operation. Any difficulties experienced shall be brought to the attention of the CPM immediately.

24. Payment by COUNTY for Tests and Building Code Inspections:

Except when otherwise specified in the Contract Documents, the expense of all tests and test reports and special inspections as may be required by the Florida Building Code, BCAD, CPM, FAA or FDOT shall be borne by COUNTY and performed by a
testing firm chosen by the COUNTY. However, the COUNTY shall only pay for passing tests. The DBT shall be responsible for paying for all failing tests. For road or airfield construction projects the procedure for making the required tests will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction or FAA Advisory Circular Standards for Specifying Construction of Airports. The cost of any required re-test needed due to DBT failure shall be paid for by DBT.

25. **Project Signage:**

DBT shall furnish and erect one or more signs at the Project site as directed by the CPM. DBT may install signage at the site subject to approval by the CPM.

26. **Hurricane Precautions:**

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

26.2. Compliance with any specific tropical storm, hurricane watch or hurricane warning precautions will not constitute additional work.

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

27. **Cleaning Up and Removal of Equipment:**

27.1. DBT shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, DBT shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If DBT fails to clean up during the prosecution of the Work or at the completion of the Work, COUNTY may do so and the cost thereof shall be charged to DBT.

27.2. If a dispute arises between DBT and separate contractors as to their responsibility for cleaning up, COUNTY may clean up and charge the cost thereof to the entity responsible therefore, as CPM shall determine to be just.

27.3. In case of termination of the Agreement before completion for any cause whatever, DBT, if notified to do so by BCAD, shall promptly remove any part or all of DBT'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 DBT.
28. Lump Sum Adjustment Memorandum (LSAM):

28.1. Submittals:

The DBT shall submit name of the individual authorized to execute LSAM documents, and be responsible for informing others in DBT's employ or subcontractors of changes to the Lump Sum Amount and the Work.

28.2. Documentation of Change in Lump Sum Amount:

28.2.1. The DBT shall provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Lump Sum Amount.

28.2.2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation. Provide additional data as requested by the CPM.

28.2.3. For all proposed changes to the Lump Sum Amount, provide additional data to support computations, as applicable:

28.2.3.1. Quantities of products, labor, and equipment;

28.2.3.2. Taxes, insurance, and bonds;

28.2.3.3. Overhead and profit;

28.2.3.4. Justification for any change in Contract Time;

28.2.3.5. Credit for deletions from Contract, similarly documented; and

28.2.3.6. Bid Tabulation Sheets

28.2.4. Time Impact Analysis: For all proposed LSAM's where a change of Contract Time is anticipated, DBT shall prepare and submit a Time Impact Analysis illustrating the influence of each change upon the current Baseline Schedule. The Time Impact Analysis shall document:

28.2.4.1. A schedule demonstrating how the DBT proposes to incorporate the Work of a proposed change of Lump Sum Amount into the Baseline Schedule based upon the anticipated date of a LSAM being issued to the DBT.

28.2.4.2. The status of construction at that point in time.

28.2.4.3. The start/finish dates of all affected critical path activities utilizing the dates included in the latest updated detailed construction schedule closest to proposed change of Lump Sum Amount (s).
28.2.4.4. When the DBT does not submit a Time Impact Analysis for a proposed change of Lump Sum Amount as an attachment to the Change Proposal, then it is mutually agreed that the particular resulting LSAM has no effect on Contract Time.

28.2.5. When approved by the CA, the schedule associated with that particular LSAM shall be incorporated into the Baseline Schedule by the DBT during the first update after such approval.

28.3. LSAM Procedures:

28.3.1. The CPM may issue a proposal request which may include a detailed description of a proposed change to the Schedule of Values, with supplementary instructions or revised drawings and specifications. A change in Contract Time for executing the change request may be included in the CPM proposal request.

28.3.2. DBT shall prepare and submit an estimate within fourteen (14) calendar days after receipt of the Proposal Request provide supporting documentation as specified above and required by the CPM or the CA.

28.3.3. Such requests are not authorizations or instructions to execute the changes or stop the Work in progress.

28.4. The DBT may propose a change to the Lump Sum Amount by submitting a Request for Change as directed to the CPM, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation as required above and a statement describing the effect on Work by separate or other contractors. Any change to Contract Price and/or Contract Time shall only be authorized by a fully executed Change Order.

28.4.1. Provide additional detail regarding the proposed change as required by CPM or CA including the cause and origin of the proposed change.

28.4.2. Such proposals by the DBT are not authorizations or instructions to execute the changes or stop the Work in progress.

28.5. Lump Sum Reallocation, Preparation of Proposed LSAM's:

28.5.1. CA shall provide standardized LSAM forms. DBT shall utilize CA’s standardized LSAM forms. Customization of the CA’s standardized LSAM forms may be allowed with the CA’s prior written authorization if necessary to accurately portray unique project conditions.

28.5.2. When CPM and CA’s staff have reviewed and conceptually approved the DBT’s proposal, the DBT shall prepare a draft LSAM for the CPM and CA’s consideration in accordance with the PMO’s Project Management
28.6. Execution of LSAM’s: DBT shall prepare LSAM forms and obtain CA’s signature through the CPM. LSAM's shall not be considered in effect until signed by the CA.

28.7. Correlation of DBT Submittals:

28.7.1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized LSAM.

28.7.2. Promptly revise progress schedules to reflect any change in Contract Time, upon receipt of approved Change Order and LSAM, revise subcontractor schedules to adjust times for other items of work affected by the Change Order or LSAM, and resubmit.

28.7.3. Promptly enter changes in Project Record Drawing Documents.

29. Contract Modification Procedures:

29.1. Submittals: The DBT shall submit name of the individual authorized to receive change documents, and be responsible for informing others in DBT's employ or subcontractors of changes to the Work.

29.2. Documentation of Change in Contract Sum/Price and Contract Time:

29.2.1. Maintain detailed records of the Work. Provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Work.

29.2.2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

29.2.3. For all Change Order proposals, provide additional data to support computations:

29.2.3.1. Quantities of products, labor, and equipment;

29.2.3.2. Taxes, insurance, and bonds;

29.2.3.3. Overhead and profit;

29.2.3.4. Justification for any change in Contract Time; and

29.2.3.5. Credit for deletions from Contract, similarly documented.

29.2.4. Support each claim for additional costs, and for work done on a cost plus price basis, with additional information:

29.2.4.1. Origin and date of claim.
29.2.4.2. Name of the COUNTY’S authorized agent who ordered the work and the date of the order.

29.2.4.3. Dates and times work was performed, and by whom; and

29.2.4.4. Time records, summary of hours worked and wage rates paid;

29.2.4.5. Original invoices and receipts for:

   29.2.4.5.1. Products used, including a listing of quantities.

   29.2.4.5.2. Equipment used, including a listing of dates and times of use.

   29.2.4.5.3. Subcontracts, similarly documented.

29.2.5. Time Impact Analysis:

   29.2.5.1. For all Change Orders and Supplemental Instructions where there has been no agreement as to the change’s impact on project time, the DBT shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule. The Time Impact Analysis shall document:

      29.2.5.1.1. A schedule demonstrating how the DBT proposes to incorporate the change order or delay into his detailed schedule based upon the date the Change Order or Construction Supplemental Instruction is issued to the DBT;

      29.2.5.1.2. The status of construction at that point in time, and

      29.2.5.1.3. The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule closest to the time of delay or change.

   29.2.5.2. Submit the Time Impact Analysis as an attachment to each submitted Change Order Request (Proposal) form or within seven (7) days of receipt of a Construction Supplemental Instruction or other event which might delay with progress of the Work.

   29.2.5.3. When the DBT does not submit a Time Impact Analysis for a specific change order or delay as an attachment to Change Order proposal form or within the time frames specified in the proposal, then it is mutually agreed that the particular Change Order does not impact the Contract Time except as otherwise
allowed elsewhere within the Contract Documents.

29.2.5.4. When approved by the CA, the schedule associated with that particular Change Order, Supplementary Instruction or other delay shall be incorporated into the detailed construction schedule by the DBT during the first update after such approval.

29.3. Change Procedures:

29.3.1. CPM will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuing Supplemental Instructions.

29.3.1.1. The DBT shall prepare and submit an estimate within 14 days after receipt of the proposal request, The DBT shall include supporting documentation including the proposal worksheet detail, proposal worksheet summary and other required documentation as specified above and as required by the CPM or the CA.

29.3.1.2. Such requests are not authorizations or instructions to execute the changes or stop the Work in progress.

29.3.2. The DBT may propose a change by submitting a request for change on Change Order Request (Proposal) form to the CPM, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on the Work other contractors, the COUNTY’s forces or others.

29.3.2.1. Required supporting documentation includes Proposal Worksheet Detail Form, Proposal Worksheet Summary Form, a Time Impact Analysis, and other required documentation as specified above and as might be required by the CPM or the CA.

29.3.2.2. Such proposals by the DBT are not authorizations or instructions to execute the changes or stop the Work in progress.

29.3.3. Preparation of Change Order:

29.3.3.1. The CPM will prepare a Change Order for BCAD and submit it to the BCAD Project Manager for consideration by the CA and other professionals as designated by the CA.

29.3.3.2. Upon the recommendation of the CA, the Change Order will be submitted for consideration by the Aviation Director or Broward
County Board of County Commissioners, as applicable.

29.4. Construction Change Directive:

29.4.1. CPM may issue Construction Change Directive Form, signed by the CA, instructing the DBT to proceed with a change in the Work, for subsequent inclusion in a Change Order.

29.4.2. A Construction Change Directive Form is a written order prepared by the CPM and signed by the CA, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The CA may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions.

29.4.3. A Construction Change Directive shall be used where COUNTY’s process for consideration of a Change Order would unreasonably, at the CA’s discretion, prohibit the DBT from completing time critical elements of the Work.

29.4.4. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on the methods specified in this Section and in the other applicable Contract Documents.

29.4.5. Upon receipt of Construction Change Directive, the DBT shall promptly proceed with the change in the Work involved and advise the CPM of the DBT’s agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price.

29.4.6. A Construction Change Directive signed by the DBT indicates the agreement of the DBT therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded and issued as a Change Order upon subsequent approval of the proposed change by the COUNTY.

29.4.7. Actual adjustments to the Contract Price and Contract Time shall not become effective until the changes are formally approved by a COUNTY approved Change Order. As such, the DBT may not submit requisitions for payment or make adjustments to the construction schedule until such time as the COUNTY approves the changes and a Change Order, is issued to the DBT.

29.5. Lump Sum Price Change Order:

29.5.1. Content of Lump Sum Price Change Orders shall be based on:

a. CPM’s proposal request form and DBT’s responsive Change Order request proposal Form as mutually agreed
between the CA and the DBT.

b. DBT’s Change Order request Proposal Form as recommended by the CPM and approved by the CA.

c. DBT shall sign and date the Change Order to indicate agreement with the terms therein.

d. CA and CPM will issue and sign, Change Order as authorization for the DBT to proceed with the changes.

29.5.2. Unit Price Change Order: Content of Unit Price Change Orders shall be based on either:

a. The CPM’s definition of the scope of the required changes.

b. DBT’s Change Order request proposal for a change as recommended by the CPM and approved by the CA.

29.5.3. Amounts of the unit prices:

a. Shall be those unit prices previously submitted on Schedule of Unit Prices Form during bidding.

b. In the absence of previously submitted unit prices, unit prices shall be developed and mutually agreed to by the CPM, CA, and the DBT.

29.5.4. When quantities of each of the items affected by the Change Order can be determined prior to the start of the work related to that Change Order:

a. CA and CPM will sign and date the Change Order as authorization for the DBT to proceed with the changes.

b. DBT shall sign and date the Change Order to indicate agreement with the terms therein.

29.5.5. When quantities of the items cannot be determined prior to the start of the work:

a. The CPM and CA will issue a Construction Change Directive Form, directing the DBT to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.

b. At the completion of the changes:

1. The DBT shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.
2. The CPM will review and evaluate the cost of such Work based on the established unit prices and quantities used.

c. CPM will prepare a Change Order to establish the change in the Contract Price and will submit Change Order for approval.

d. Changes shall only become effective upon approval of the Change Order by the Aviation Director or The Broward County Board of County Commissioners, as applicable.

29.6. Construction Change Directive:

29.6.1. The CPM and CA issue a Construction Change Directive directing the DBT to proceed with the changes.

29.6.2. At completion of the change, the DBT shall submit an itemized accounting and supporting data as required in Sections above.

29.6.3. CPM will review and evaluate the cost of such work, the required documentation, and the DBT’s calculations of dollar cost and time.

29.6.4. The CPM and the COUNTY representatives may observe the progress of the Work related to the Construction Change Directive on a full-time basis or as necessary to substantiate the work.

29.6.5. CPM will prepare a Change Order to establish the change in the Contract Price and will submit Change Order for approval.

29.6.6. Changes to the Contract Price or Contract Time shall only become effective upon approval of the Change Order by the Aviation Director or The Broward County Board of County Commissioners, as applicable.

29.7. Execution of Change Orders:

29.7.1. Execution of Change Orders: CA, through the CPM, as CA’s representative, will issue Change Orders for signatures of parties.

29.8. Correlation of Contractor Submittals:

29.8.1. The DBT shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.

29.8.2. The original Contract Price and scheduled values shall be copied in all updated Schedule of Values and Request for Payment forms, and the changes, where necessary, shall be noted and itemized separately at the bottom of the forms by the DBT.
29.8.3. The DBT shall promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

29.8.4. The DBT shall promptly enter changes in Project Record Documents.

30. Progress Schedules (Computerized CPM):

30.1. General:

30.1.1. The design and construction of the project shall be planned, recorded and updated utilizing the Critical Path Method network scheduling format. Level 3 and Level 4 CPM schedules shall be developed for the design and construction phases respectively. The Project Schedules shall be in accordance with an established Work Breakdown Structure (WBS) and with contract Time identified.

30.1.2. The Level 3 and Level 4 Project Schedules shall identify the detailed work plan depicting the design (Level 3) and construction (Level 4) activities by work package, area, facility, crew, and shall further define design and construction sequencing. The Level 4 Schedule will provide the basis for detailed construction work planning and will be continually updated through periodic progress schedule updates as detailed in this Section 35.

Description of Project Scheduling Levels:

Level 3 Project Schedule – The Level 3 schedule is typically a working level schedule of up to 1,200 activities. This schedule is effective for use by responsible managers of designers or contractors. Level 3 schedules provide the structure, major activities and milestones to provide the baseline for Level 4 schedules. This schedule shall identify the overall critical path and shall contain the necessary inter-contractor/ designer relationship activities and will be the basis for weekly scheduling meetings and periodic design scheduling meetings. Milestones will be required for each deliverable from the design teams and for each key inter-relationship between contracts, permitting, agreements, procurement, construction project elements, testing, commissioning, and interim completions required. Milestone information generated from this schedule will be identified in the Construction Documents.

Level 4 Project Schedule – The Level 4 schedule is the detailed working level schedule typically having as many as 2,500 activities or more and is an expansion of the Level 3 schedule. This schedule should be fixed and progress and the status measured against the fixed approved schedule and considered as the Final Baseline Schedule. Changes to the Level 4 schedule should be limited to formal contract changes requiring change orders, contract amendment(s), or to develop contract recovery schedules to mitigate delays. The Level 4 schedule shall clearly set the requirements in which the design team and construction team will
produce their individual schedules. Activities shall be detailed to the extent that the progress of work and necessary functions associated with each milestone or deliverable are identified. This level of schedule will be used in conjunction with contractor and suppliers to support weekly progress meetings, look-ahead schedules, payment processing, and evaluation of potential problems, delays, and proposed changes and claims.

30.1.3. The Project Schedule will be cost and crew loaded. The DBT shall use scheduling software for Windows based operating software, Primavera P6. It will be used for coordination, monitoring and payment of all work under the Contract Documents including all activities of the DBT, subconsultants, subcontractors, vendors and suppliers.

30.1.4. General Schedule Submittal Format:

a. Logic drawings shall be submitted flat (11" x 17") and reproducible as copies without loss of legibility. Size of plot and number of copies shall be at the discretion of the CPM.

b. Hard copies of listings shall be prepared on separate sheets of 11" x 17" or legal size paper; include three (3) copies of each report.

c. Electronic Format: All project files in original file format, as well as pdf file format, shall be copied and submitted on a compact disk(s).

30.2. Joint Review Meeting:

30.2.1. The DBT shall meet with the PMO, CPM and the BCAD Project Manager within seven (7) calendar days after notice of design NTP to conduct a joint review meeting to evaluate the schedule and Controlling Items of Work to assure mutual understanding of the Work constraints.

30.3. Preliminary Baseline Schedule Development:

30.3.1. The preliminary Baseline Schedule submittal shall be based on the joint review meeting between the DBT and the PMO, CPM and BCAD and will be Cost Loaded.

30.3.2. The preliminary Baseline Schedule must show in detail the activities to be accomplished through the design phase milestones, as well as an overall preliminary schedule indicating a comprehensive overview of the Work sequencing including an activity line for each major element of the work segments. Scheduling activities shall focus on interface points, interim milestones, the critical path, and project float.

30.3.3. The DBT shall utilize the preliminary Baseline Schedule in planning, scheduling, coordinating, performing, and monitoring the Work (including all activities of subcontractors, equipment vendors, suppliers, and
relevant third parties and related/adjacent projects, or others).

30.4. Preliminary Baseline Schedule Review and Approval:

30.4.1. Within fourteen (14) calendar days after the joint review meeting, DBT shall provide a preliminary Baseline Schedule in Level 3 format.

30.4.2. The PMO, CPM and BCAD shall review and provide comments to the DBT within seven (7) calendar days of receipt of the DBT’s preliminary Baseline Schedule submittal. The DBT shall revise any areas, which, in the opinion of the PMO/CPM, conflict with either the intent of this Section or the timely completion of the Project in accordance with the Agreement.

30.4.3. In the event the DBT fails to define any element of work activity or logic currently designed and the PMO, CPM and BCAD review does not detect this omission or error, such omission or error, when discovered by the DBT or the PMO, CPM or BCAD, shall be corrected by the DBT at the next Schedule submission.

30.4.4. Within seven (7) calendar days after the PMO, CPM and BCAD provided comments to the initial preliminary Baseline Schedule submittal, the DBT shall submit the revised preliminary Baseline Schedule.

30.4.5. Within three (3) calendar days after the revised preliminary Baseline Schedule is submitted by the DBT, the PMO, CPM and BCAD will validate it as the preliminary Baseline Schedule for acceptance.

30.4.6. Acceptance of the DBT’s preliminary Baseline Schedule will be a condition precedent to the making of any progress payments under the design and permitting phase of the Contract Documents, except for payment for the costs of the first mobilization, bonds, and insurance.

30.4.7. Acceptance of the preliminary Baseline Schedule by the CPM and BCAD does not relieve the DBT of any of its responsibility for the accuracy or feasibility of the Schedule.

30.4.8. In the event that the accepted preliminary Baseline Schedule indicates the DBT’s plan to finish prior to the Contract completion date, the DBT and the CA may adjust the final date to coincide with the DBT’s planned finish date at no expense to the County.

30.4.9. After the preliminary Baseline Schedule is accepted, it shall be updated monthly until the final Baseline Schedule is approved. The preliminary Baseline Schedule updates shall reflect the design progress, which may result in a revised final Baseline Schedule as provided for in Section 36.5.

30.5. Final Baseline Schedule Review and Approval:
30.5.1. Within seven (7) calendar days after the Notice-to-Proceed for construction services, DBT shall provide a final Baseline Schedule submittal in Level 4 format that shall be reviewed and will ultimately be accepted as the final Baseline Schedule to properly monitor the progress of the Work.

This final Baseline Schedule submittal shall not change the date of Substantial and Final Completion or the Lump Sum Price or both, except as otherwise provided by approved Change Order in accordance with the Agreement.

30.5.2. The final Baseline Schedule submittal shall comply with the Scope of Work and by any contractually specified intermediate milestone dates and completion dates.

30.5.3. The final Baseline Schedule submittal for construction shall be in the form of a graphical layout illustrating logic ties with an accompanied activity listing identifying detailed predecessors and successors and associated computer analysis and shall consist of detailed activities and their restraining relationships as required to complete the Project through final Completion and extended warranty phase and shall indicate the following:

a. Early start and early finish date and total duration in calendar days (not exceeding 20 calendar days) for each activity. Activities in occupied areas and activities requiring premium time labor rates shall be differentiated from each other and from the balance of project activities.

b. Beginning and end date and total duration in calendar days for each area or portion thereof.

c. Significant construction milestones, including, but not limited to those agreed upon by the PMO, CPM and CA.

d. Identification of DBT and each subconsultant /subcontractor for each work activity.

e. Specific location of each work activity.

f. Detailed schedule of all “Utility Shut-downs” which could impact BCAD, airlines, tenants and other building operations or functions including but not limited to: power, telephone, airline computers, communication systems, air conditioning systems, fire sprinklers, alarm systems, domestic water systems and sanitary sewer systems, etc. In addition, maintenance of traffic phases and constraints with milestone dates should be identified.

g. The DBT shall provide the following information: calendar days per week, holidays, number of hours per shift, number of shifts per day, work hours, and proposed schedule of “Utility Shut-downs”,
as required. The DBT shall notify the CPM if more than one shift is planned to work on the Project. The DBT shall also indicate work activities that must be performed during restricted or special working hours and the work that must be performed by others to maintain the Project schedule.

h. Schedules shall show the sequence and interdependence of all activities required for complete performance of all items of work under the Contract Documents, including shop drawing submittals and approvals and fabrication and delivery activities.

i. Construction activities shall be broken down into recognizable sub-activities so that the activity or sub-activity is no longer than twenty (20) calendar days.

j. The final Baseline Schedule submittal by the DBT shall be cost and crew loaded, accompanied by a computer generated and plotted schedule. DBT shall exercise sufficient care to produce clear, legible and accurate diagrams. The schedule shall group activities related to specific physical areas on the diagram for ease of understanding in accordance with a more detailed work breakdown structure (WBS).

k. Trade codes shall be assigned to each activity corresponding to the trade responsible for performing the work described by the activity. Additional Trade coverage shall be added by DBT or as required by the PMO, CPM and BCAD and incorporated into the DBT's schedule. These additional codes shall follow the general modified Construction Specification Institute (CSI) divisions for all vertical construction and schedule of values for horizontal construction, as applicable. As a minimum, a separate responsibility code shall be used for each subcontractor. In addition, in general, the following items shall be considered:

1. Structural breakdown of the project in greater detail;
2. Types of work being performed;
3. Submittal, review, procurement, fabrication, delivery, installation, and testing of major materials and equipment;
4. Interfaces and dependencies with preceding, concurrent, and follow-on contractors;
5. Plans for subcontract work;
6. Manpower, material and equipment restrictions;
7. Commissioning / Close-Out Processes;
8. Construction milestones, phasing, and inspections; and
9. Allow for holidays, vacations and non-work days applicable to the schedule.

30.5.4. The PMO, CPM and BCAD shall review and provide comments to the DBT within seven (7) calendar days of receipt of the DBT’s final Baseline Schedule submittal. The DBT shall revise any areas, which, in the opinion of the PMO/CPM and BCAD, conflict with either the intent of this Section or the timely completion of the Project in accordance with the Agreement.

30.5.5. The DBT shall be responsible for assuring all work sequences are logical and the network shows a coordinated plan for complete performance of the construction. Failure of the DBT to include any element of work required for performance of the Contract in the network shall not excuse the DBT from completing all Work within the Contract Time.

In the event the DBT fails to define any element of work activity or logic currently designed and the PMO/CPM’s review does not detect this omission or error, such omission or error, when discovered by the DBT or the PMO/CPM, shall be corrected by the DBT with the next schedule submission.

30.5.6. Within seven (7) calendar days after the PMO/CPM has provided comments to the final Baseline Schedule submittal, the DBT shall submit the revised final Baseline Schedule for review.

30.5.7. Within seven (7) calendar days after the revised final Baseline Schedule is submitted, the PMO/CPM and BCAD will validate it as the final Baseline Schedule for acceptance. The acceptance of the final Baseline Schedule does not imply the PMO/CPM or BCAD’s endorsement and/or responsibility of activity durations or sequence of activities.

30.5.8. The DBT’s and subcontractors’ timely execution or performance of all construction related activities shall be in strict compliance with the accepted final Baseline Schedule. Means and methods of construction in accordance with the Contract Documents will remain the sole responsibility of the DBT.

30.5.9. The final Baseline Schedule may be revised from time to time as conditions require, and as accepted by the PMO/CPM and CA, provided that nothing in this Section should be construed as authorizing or approving any extension of time, or increase in Lump Sum Price. It is expressly understood and agreed that Contract Time extensions, or increase in the Lump Sum Price, if any, will only be granted in accordance with the applicable requirements of the Agreement.

30.5.10 The currently accepted final Baseline Schedule will be the basis for interpreting any and all Contract Time provisions of the Agreement.
30.6. Progress Schedule Updates:

30.6.1. After the final Baseline Schedule is accepted, it shall be updated monthly until contract Final Completion.

30.6.2. The approved final Baseline Schedule monthly update (Progress Schedule Update) shall generate a report that indicates the remaining duration and percent completion for each activity. This report shall be included in the DBT’s monthly report and is required as a pre-condition of approval of the DBT’s Request for Payment. Progress Schedule Update shall:

a. Indicate progress of each activity to date of submittal and projected completion date of each activity.

   1. Actual dates for activities started and/or completed
   2. Percentage of work completed by activity
   3. Estimated remaining duration for each activity in progress
   4. Cost percentage complete

b. Identify activities modified since previous submittal, major changes in scope and other identifiable activities.

c. Provide narrative report to define problem areas, anticipated delays and impact on schedule.

d. Report corrective action taken or proposed, and its effect including the effect of changes on schedules of separate contracts, if any.

All of the above will be subject to approval by the CPM.

30.6.3. The data date for each Monthly Progress Schedule Update shall be the 1st day of the month succeeding that month’s update period, or as approved by the CPM.

30.6.4. Each request for payment must be accompanied by a monthly report, which shall include an updated report of both time and costs, together with all required sorts and compact disk copies, based on the Progress Schedule Update of the approved Baseline Schedule. (The Progress Schedule Update must be within the same time period of the request for payment). Requests for payment will not be processed unless properly submitted as specified.

30.6.5. A draft-copy of the monthly Progress Schedule Update shall be forwarded to the CPM with the draft-copy of the application for payment.

30.6.6. A final-hard copy of the Progress Schedule Update shall be included in the monthly report and forwarded to the CPM with the final-copy of the application for payment.
30.6.7. The Progress Schedule Update in the monthly report shall include the following:

a. Sorts and Groups: Activity listings shall be provided sorted by activity identification number and shall include the following fields:

1. Activity ID
2. Early start and finish
3. Description
4. Late start and finish
5. Calendar #
6. Target start and type
7. Duration
8. Target finish and type
9. Codes (as required)
10. Total float
11. Percent Completion (Periodic Reports)
12. Remaining duration (Periodic Reports)
13. Successor ID, Relationship Type and Lag
14. Predecessor ID, Relationship Type and Lag

b. When applicable, the DBT shall use the following “Schedule/ Level Calculation Options”:

1. When scheduling activities apply Retained logic
2. Calculate start-to-start lag from Early start
3. Show open-ends as non-critical
4. Schedule durations as Contiguous
5. Calculate total float as Finish float

c. When applicable, the DBT shall use the following “Automatic Cost / Resource Calculation Rules”:

1. Subtract actual from (Estimate At Completion) (EAC).
2. When quantities change, use current unit prices to re-compute budget and EAC.
3. Link actual–to-date and actual–this-period.
4. Link budget and EAC for non-progressed activities, calculate variance as budget minus EAC.
5. Float or slack is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any activity in the schedule.
d. A written narrative report describing the following:

1. Physical progress during the report period.
2. Plans for the forthcoming report period.
3. Potential delays and problems and their estimated effect on performance schedule and overall completion and an explanation of corrective action taken or proposed and its expected effect.
4. Identity of current Critical Path items and those items of work with less than fifteen (15) days of float listed by early completion.
6. Percentage progress during the last period of each major activity.
7. Percentage of approved Change Order or change Directive completion by Change Order.
8. Percentage of total schedule period consumed.
9. Whether the project is on, ahead of or behind schedule.
10. Amount of remaining schedule float.
11. Goals for next reporting period (such as progress on activities, or problems).
12. Proposed revisions to logic and relationships of non-critical activities.
13. A financial report with cash expenditure curves and other appropriate graphics from P6. The DBT shall submit the narrative progress report to the CPM once a month or on established dates as scheduled by the CPM at least 48 hours before each pencil copy meeting for the Pay Application.
14. Any other information as required by CA or CPM.

e. Printout of a Summary Bar Chart indicating progress to the schedule status date.

30.6.8. If the DBT’s monthly Progress Schedule Update reflects, or the CPM determines, that the DBT is at least fifteen (15) or more calendar days behind the recognized final Baseline Schedule for the Project Milestones or an item of work which is on the critical path, then the DBT shall submit with the monthly Progress Schedule Update, or within seven (7) calendar days of a written request from the CPM, its proposed plan for bringing the work on schedule and completing the work by the contract completion date(s).

30.6.9. If the monthly Progress Schedule Update is rejected, the DBT shall resubmit the update for approval within seven (7) calendar days. If the re-submittal of the schedule does not occur within seven (7) calendar days, the withholding of progress payments may occur at the sole discretion of the CA.
30.6.10. Periodic Reports: Other periodic reporting frequency shall be as specified. The following reports shall be prepared by the DBT, as requested:

a. Activity progress and updating information report. This report shall be comprised of an activity listing showing percent completion, remaining duration and actual start and finish dates.

b. Schedule modification report. This report documents all changes made to project schedule information, i.e. changes in logic, durations, descriptions, etc. If the type and quantity of modifications become significant, the CPM may request a new logic diagram at no additional cost to the COUNTY.

c. DBT shall compare the Progress Schedule Update with the final Baseline Schedule. The DBT shall report all activities and its early and late drift or variance from the Baseline early and late dates.

d. DBT shall provide copies of applicable sections of any Baseline Schedule Update at the weekly progress meetings to show the subsequent Work to be performed during the next two weeks. Such 2-week look ahead schedules shall be further detailed to include coordination activities necessary to perform the work in accordance with the Contract Documents.

e. DBT is solely responsible for the preparation, revision and updating of the final Baseline Schedule, Progress Schedules and all 2 week look-ahead schedules in the form and content prescribed in this Section. The timely execution or performance of all construction related activities and the duration and sequencing of those activities in accordance with the approved schedules is the DBT’s responsibility.

30.7. Revisions to accepted final Baseline Schedule:

30.7.1. Updating the final Baseline Schedule to reflect actual progress to date shall not be considered a revision of the Baseline Schedule.

30.7.2. With the CA’s approval, the DBT shall revise the final Baseline Schedule when one or more of the following conditions occur:

a. When a change or delay significantly affects any specified intermediate milestone or completion dates.

b. When the DBT elects to change any sequence of activities affecting the critical path or to significantly change the previously approved work plan.
c. When, in the opinion of the CPM, the status of the work is such that the Baseline Schedule and supporting analysis no longer accurately represents the Work for planning and progress evaluation purposes.

d. Upon issuance of additional Notices to Proceed.

e. When DBT receives CPM or CA approval to change the logic per subsection titled “Responsibility for Completion” of this Section.

30.7.3. Submit revised final Baseline Schedule in the same form and detail as the accepted final Baseline Schedule submittal requirements.

30.7.4. Reasonable requests for revisions from the CPM shall be implemented by the DBT.

30.7.5. Revisions to the final Baseline Schedule requested by the CPM will require written response from the DBT within seven (7) calendar days of the requested revision.

30.7.6. Change Orders:

As a minimum, a requested change order or time extension which affects the schedule will include a schedule showing network logic and durations of any and all added or changed activities to the schedule. This schedule must be approved before incorporation into the DBT’s current accepted final Baseline Schedule.

30.8. Adjustment of Contract Time:

30.8.1. Contract Time will be adjusted only in accordance with Section 30 and the Agreement.

30.8.2. Any request for adjustment of Contract Time because of changes or alleged delays shall be accompanied by a complete time impact analysis which shall be submitted for approval within seven (7) calendar days after initial notice of delay.

30.9. Time Impact Analysis (TIA):

30.9.1. The DBT shall submit to the CPM a written TIA illustrating the influence of each change, delay, or request on the critical path activities. All TIA’s shall include the following:

a. A schedule indicating all necessary logic, duration, and demonstrating how the DBT proposes to incorporate the change or delay into the final Baseline Schedule and any additional
supporting evidence/documentation that the CPM deems necessary.

b. The event times used in the analysis shall be those included in the latest final Baseline Schedule.

30.9.2. Where the CPM has not yet made a final determination as to the amount of time extension, or the parties are unable to agree as to the amount of time extension to be reflected, the DBT shall reflect that amount of time extension in the final Baseline Schedule as the CPM may determine to be appropriate for such interim purpose. It is understood and agreed that any such interim determination for the purpose of this paragraph shall not be binding upon either party for any other purpose and that, after the CA has made a final determination as to any time extension, the DBT shall revise the final Baseline Schedule prepared thereafter in accordance with the final decision.

30.9.3. It is understood that schedule float is not for the exclusive use of the DBT. The DBT shall not be entitled to any compensation or damages on account of potential delays which can be avoided by re-sequencing activity times or logic used to sequester float.

30.9.4. TIA related to Change Orders or Contract Time extensions shall be incorporated into and attached to the applicable Change Order. Upon receipt of an approved Change Order modifying the Contract Time, the DBT shall reissue a new final Baseline Schedule, without status data.

30.9.5. The DBT may improve its progress by performing sequential activities concurrently, by performing activities more quickly than planned, or by revising schedule logic to reflect a work around sequence. The DBT may make minor logic changes, which are required to reflect actual work as it is performed, pertaining to out-of-sequence work. The minor logic changes shall be included in the final Baseline Schedule report in a format similar to that provided by Digger 2.0 software or Schedule Analyzer Pro software, as provided by the CPM.

31. Quality Control Services: (Also see FAA General Provisions Section 100)

31.1. General: This Section specifies administrative and procedural requirements for quality assurance/quality control testing services.

31.2. Quality assurance/quality control testing services include inspections, tests, and related actions including reports, performed by the independent Test Laboratory under contract to the DBT. Such services assist the DBT in evaluating if the Work performed complies with the specifications or for use in evaluating construction related purposes. The DBT shall provide copies of test and inspection reports to the CPM upon request. Quality assurance/quality control testing costs are the responsibility of the DBT and are included in the Lump Sum Price.

31.3. Quality assurance testing services include inspections, tests, and related actions
including reports, performed by the independent Test Laboratory under contract to the COUNTY. Such inspection and testing services are intended to assist the CPM in the determination that the Work performed meets with requirements specified or indicated. These services do not relieve the DBT of responsibility for compliance with the Contract Documents.

31.4. Testing by DBT:

31.4.1. The DBT shall engage and will pay for the services of a Testing Laboratory to perform inspections and quality assurance/quality control tests. The COUNTY will ONLY engage and pay for the services of a Testing Laboratory to perform quality acceptance inspections and tests.

31.4.2. Where the COUNTY has engaged a testing laboratory or other entity for testing and inspection of a part of the Work, and the DBT is also required to engage an entity for the same related element, the DBT shall not employ the entity engaged by the COUNTY, unless otherwise agreed in writing with the CA.

31.5. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

31.6. Inspections, test and related actions specified are not intended to limit the DBT’s quality control procedures that facilitate compliance with the Contract Documents.

31.7. Requirements for the DBT to provide quality control services required by the Contract Documents, CPM, and authorities having jurisdiction are not limited by provisions of this Section.

31.8. Testing by the COUNTY:

31.8.1. The COUNTY will engage and pay for the services of a Testing Laboratory to perform quality acceptance inspections and tests specified for the work.

   a. Where the COUNTY has engaged a testing laboratory or other entity for testing and inspection of a part of the Work, and the DBT is also required to engage an entity for the same related element, the DBT shall not employ the entity engaged by the COUNTY, unless otherwise agreed in writing with the CA.

   b. Payment for, and acceptance of, the Work will be made based on the Work installed meeting or exceeding the specifications as determined by the COUNTY’s quality acceptance testing results.

31.9. DBT Cooperation:

31.9.1. The DBT shall cooperate with the laboratories performing required
inspections, tests, and similar services, and provide reasonable auxiliary services as requested. The DBT shall notify the CPM at least 24 hours in advance of operations requiring testing by the COUNTY to permit assignment of personnel. Auxiliary services required include but are not limited to:

1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

2. Taking adequate quantities of representative samples of materials that require testing or assisting the laboratories in taking samples.

3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.

4. Providing the testing laboratory with preliminary design mix proposed for use for materials mixes that require control by the testing agency.

5. Providing security and protection of samples and test equipment at the Project site.

31.9.2. Coordination: The DBT and its independent laboratory engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities through the CPM to accommodate required services with a minimum of delay. In addition, the DBT and each laboratory shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

   a. The DBT is responsible for scheduling times for inspections, tests taking samples, and similar activities, and shall notify the CPM at least 24 hours in advance of testing and sampling activities.

31.10. Quality Assurance of Testing Laboratory:

   Qualification of Testing Laboratory: The DBT will engage an inspection and testing laboratory which is prequalified as complying with “Recommended Requirements for Independent Laboratory Qualification” by the American Council of Independent Laboratories, and which specializes in the types of inspections and tests to be performed. The testing laboratory will be accredited by a recognized accreditation authority, and shall be authorized by the authorities having jurisdiction to operate in the state of Florida and shall comply with all testing qualifications, standards and requirements of FDOT and FAA. Copies of the certifications shall be provided to the CPM upon request.
32. **Temporary Facilities:**

32.1. Temporary construction and support facilities:

a. BCAD will provide a Field office for use by the DBT during the performance of the Work. Additional field office requirements must be approved by the CA prior to mobilizing temporary facilities.

32.2. Temporary Utilities:

32.2.1. Temporary electricity:

a. FPL will provide DBT with electricity and the DBT will provide any transformer required to convert the power to the voltage and amperage necessary to conduct its Work. DBT will pay cost of energy used. Exercise measures to conserve energy;

b. The DBT shall provide temporary electric feeder from existing electrical service at location as directed by CPM. Do not disrupt FPL's use of service;

c. The DBT shall complement existing power service capacity and characteristics as required for construction operations;

d. The DBT shall provide power outlets, with branch wiring and distribution boxes located at each facility, as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment;

e. The DBT shall provide main service disconnect and over-current protection at convenient location and feeder switch at source distribution equipment, and

f. The DBT shall provide permanent convenience receptacles that may be utilized during construction.

32.2.2. Temporary Lighting for construction purposes:

a. The DBT shall provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watts per square foot;

b. The DBT shall provide and maintain 1 watt per square foot lighting to exterior staging and storage areas after dark for security purposes;

c. The DBT shall provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels;
d. The DBT shall maintain lighting and provide routine repairs, and

e. The DBT shall provide permanent building lighting that may be utilized during construction.

32.2.3. Temporary Water Service:

a. The DBT shall pay cost of temporary water.

b. The DBT shall exercise measures to conserve water consumption.

c. The DBT shall utilize COUNTY’s existing or new water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

d. The DBT shall provide all backflow prevention devices in compliance with Florida Building Codes.

32.3. Temporary Construction and Support Facilities Installation:

32.3.1. The CPM shall Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities as indicated.

32.3.2. Storage and Fabrication Sheds: The DBT shall install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site. Final location is subject to CPM’s approval.

32.3.3. The DBT shall locate offices and sheds minimum distance of 30 feet from new structures, and a minimum distance of 10 feet from any AOA fence.

32.3.4. Project Identification/Construction Company Identification Sign: When authorized in writing by the CPM, prepare project identification sign of a size acceptable to the CPM.

a. Size: Two and one-half feet by five feet with four inch radius corners.

b. Location: As directed by the CPM and CA.

c. Graphic Description: Information shall include the names of Broward County Board of County Commissioners, Broward County Aviation Department, DBT, CPM, Project, and the completion date.

1. Type Style: Helvetica Medium.
2. Color: Slate Blue PMS 5405 background with white lettering.
32.3.5. Quantity: One sign located at each entrance to construction site and one sign located at field office if applicable.


32.3.7. Dust Control:
   a. Provide positive means to prevent air-borne dust from dispensing into atmosphere.

32.4. Vehicular Access:

32.4.1. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.

32.4.2. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

32.4.3. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

32.4.4. All access locations shall be approved by CPM.

32.4.5. Provide unimpeded access for emergency vehicles. Maintain 20 ft. wide driveways with turning space between and around combustible materials.

32.4.6. Provide and maintain access to fire hydrants and control valves free of obstructions.

32.4.7. Provide means of removing mud from vehicle wheels before entering streets.

32.4.8. Use designated existing on-site roads for construction traffic.

32.5. Parking:

32.5.1. COUNTY shall provide on-airport parking in a remote parking lot at no cost if needed by the DBT. Transportation of employees, subcontractors, etc. to and from the remote lot is the responsibility of the DBT.

32.5.2. Tractor tread vehicles are not allowed on public roads.

32.5.3. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products and mud.
32.5.4. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

32.5.5. Repair existing facilities damaged by use, to original condition.

32.5.6. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

32.6. Security and Protection Facilities Installation:

32.6.1. Barricades, Warning Signs, cones, flag persons and Lights: Comply with the safety phasing plan as defined in the Design Criteria Professional drawings, standards and code requirements for erection of structurally adequate barricades. Paint, as directed by the CPM with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights, cones and flag persons.

32.6.2. Haul Routes:
   a. Consult with CPM; confirm all public thoroughfares to be used for haul routes and site access.
   b. Confine construction traffic to designated haul routes.
   c. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

32.6.3. Traffic Signs:
   a. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct and control construction traffic and affected public traffic.
   b. Relocate as Work progresses, to maintain effective traffic control.

32.6.4. Barriers:
   a. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
   b. Provide barricades and covered walkways required by
CPM for public rights-of-way and for public access to existing buildings.

c. Provide protection for plants designated to remain. Replace damaged plants as determined by the County.

32.6.5. Enclosures and Fencing:

. a. Provide fence around construction site as indicated in Contract Documents and equip with vehicular and pedestrian gates with locks.

32.6.6. Security:

32.6.6.1. Security Program:

a. Comply with FLL Security requirements.

b. Protect Work and existing premises and COUNTY’s operations from theft, vandalism, and unauthorized entry.

c. Initiate program in coordination with COUNTY’s existing security system at project mobilization.

d. Maintain program throughout construction period until COUNTY acceptance precludes need for DBT security.

32.7. Operation, Termination, and Removal:

32.7.1. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by the elements.

32.7.2. Termination and Removal: Unless the CPM requests that it be maintained longer, remove each temporary facility when the need has ended or no later than Substantial Completion.

33. Materials and Equipment:

33.1. Products:

33.1.1. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. It does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

33.1.2. Provide interchangeable components of the same manufacturer, for similar components.
33.1.3. Only approved material will be accepted. Nonconforming materials shall be replaced without an increase to the Contract Price.

33.2. Transportation and Handling:

33.2.1. Transport and handle Products in accordance with manufacturer's instructions.

33.2.2. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.

33.2.3. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

33.3. Storage and Protection:

33.3.1. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.

33.3.2. For exterior storage of fabricated Products, place on sloped supports, above ground.

33.3.3. Provide off-site storage and protection when site does not permit on-site storage or protection.

33.3.4. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

33.3.5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

33.3.6. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

33.3.7. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

34. Prevention, Control, and Abatement of Erosion and Water Pollution Control:

34.1. Permits:

34.1.1. Violations of any permit by the DBT will in no way involve the COUNTY regardless of who obtained the permit initially.

34.2. Protection of Storm Drains:
34.2.1. Storm drain facilities, both open and closed conduit, serving the construction area shall be protected from pollutants and contaminants.

34.2.2. If the CPM determines that siltation of drainage facilities has resulted due to the project, the CPM will advise the DBT to remove and properly dispose of the deposited materials without an increase to the Lump Sum Amount.

34.2.3. Should the DBT fail to or elect not to remove the deposits, the COUNTY will provide maintenance cleaning as necessary and charge all costs of such service against the amount of money due or to become due the DBT.

35. **Starting and Testing of Systems:**

35.1. Starting Systems:

35.1.1. Coordinate schedule for start-up of various equipment and systems.

35.1.2. Notify COUNTY and Commissioning Agent seven (7) days prior to start-up of each item.

35.1.3. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions, which may cause damage.

35.1.4. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

35.1.5. Verify wiring and support components for equipment are complete and tested.

35.1.6. Execute start-up under supervision of responsible DBT’s personnel and in the presence of the CPM in accordance with manufacturers’ instructions and commissioning plan.

35.1.7. When specified in individual specification sections, require manufacturer to provide an authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

35.1.8. The DBT shall submit a written report to the CPM in accordance with Section titled “Quality Control Services” that equipment or system has been properly installed, inspected, and is functioning correctly.

35.2. Demonstration and Instructions:

35.2.1. Demonstrate operation and maintenance of Products to CPM and
COUNTY Maintenance fourteen (14) calendar days prior to the date of Substantial Completion.

35.2.2. Demonstrate Project equipment and provide instruction by a qualified representative who is knowledgeable about the Project.

35.2.3. For equipment or systems requiring seasonal operation, perform demonstration within six (6) months of the relevant season.

35.2.4. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with CPM and CA in detail to explain all aspects of operation and maintenance.

35.2.5. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.

35.3. Testing, Adjusting, and Balancing:

35.3.1. DBT will appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balancing of applicable equipment.

35.3.2. The independent firm will perform services specified in the Technical Specifications.

35.3.3. Reports will be submitted by the independent firm to the CPM indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with the requirements and with the requirements of the Contract Documents.

36. Substitution and Product Options:

36.1. Options:

36.1.1. Products Specified by Reference Standards, or by Description Only: Any product meeting those standards.

36.1.2. Products Specified by Naming One or more Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

36.1.3. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; no options, no substitutions.

36.1.4. Products specified by Standard of Comparison: Products of named manufacturer; submit a request for substitution for any manufacturers not specifically named meeting specifications.

36.2. Products List:
36.2.1. Within fourteen (14) calendar days after each subcontract agreement is signed, submit three (3) copies of a list of all products not specifically identified in the Contract Documents, which are proposed for use, including name of manufacturer, trade name, and model number of each product.

36.2.2. Tabulate products by Specifications section number, title, and Article number.

36.2.3. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

36.2.4. CPM will reply in writing within 15 days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

36.3. Limitations on Substitutions:

36.3.1. Requests for substitutions of products will be considered upon submittal of substantiated evidence of product unavailability, as determined in the sole discretion of the CA.

36.3.2. Substitutions will not be considered when indicated on shop drawings or product data submittals, without separate formal request in accordance with Section 36.4.1.

36.3.3. Use of any substitution will require the prior written authorization of the CA.

36.3.4. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.

36.4. Requests for Substitutions:

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

36.4.2. 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.

36.4.3. Attach product data as specified in Section 19, Shop Drawings, Product Data and Samples.

36.4.4. List similar projects using product, dates of installation, and names of CPM for the project.

36.4.5. Give itemized comparison of proposed substitution with specified product, listing variations in sustainability, ability to provide warranty, and operation and maintenance and reference to Specifications section and
36.4.6. Give cost data comparing proposed substitution with specified product, and amount of net change to Lump Sum Amount, if approved. Also provide life cycle cost analysis with BCAD approved economic factors.

36.4.7. List availability of maintenance services and replacement materials.

36.4.8. State effects of substitution on construction schedule, and changes required in other work or products, or Lump Sum Amount.

36.5. DBT Representation:

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

36.5.2. DBT shall provide the same warranty for substitution as for specified product.

36.5.3. DBT shall coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects, and at no additional cost of extension of Contract Time to the COUNTY.

36.5.4. DBT certifies that cost data presented is complete and includes all related costs under this Agreement.

36.5.5. DBT waives claims for costs in addition to the costs and time negotiated and approved by the CA, related to substitution, which may later become apparent.

36.6. Submittal Procedures:

36.6.1. Submit three (3) copies of request for substitution.

36.6.2. CPM will review DBT’s requests for substitutions with reasonable promptness.

36.6.3. For accepted products, submit shop drawings, product data, and samples under provisions of Section 19, Shop Drawings, Product Data and Samples.

37. Construction Cleaning:

37.1. Requirements Included:

DBT shall enforce daily cleaning during progress of Work and enforce final cleanup prior to Substantial Completion.

37.2. Materials:
Use cleaning materials recommended by manufacturer.

37.3. Cleaning During Construction:

37.3.1. Enforce cleaning to keep buildings, grounds, and public properties free of accumulation of waste materials, rubbish, and windblown debris resulting from construction operations.

37.3.2. Have protective covering applied on newly installed Work where reasonably required to ensure freedom from damage or deterioration at time of Substantial Completion. Enforce cleaning and maintenance on other newly installed Work as frequently as necessary through remainder of construction period.

37.3.3. Have operable components adjusted and lubricated to ensure operability without damaging effects.

37.3.4. Furnish on-site containers for collection of waste materials, debris, and rubbish.

37.3.5. Remove waste material, debris, and rubbish from Site daily.

37.3.6. Do not drop or throw materials from heights.

37.3.7. Continue enforcing cleaning daily until site is ready for occupancy.

37.3.8. Clean and remove any dust or debris, on or off Airport property, that originates from the work, as directed by the CPM.

37.4. Final Cleaning:

37.4.1. Provide final cleaning of the Work at time indicated, consisting of cleaning each surface or unit of Work to “clean” condition expected for a first-class building and maintenance program. Comply with manufacturer’s instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:

   a. Remove labels which are not required as permanent labels.

   b. Clean exposed exterior hard-surfaced finishes, to dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.

   c. Restore effective surface to original reflective condition.

   d. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.
e. Remove protective covers from fire alarm system components.

f. Clean light fixtures and lamps to function with full efficiency.

g. Clean Project Site, including landscape development areas, of litter and foreign substances.

h. Sweep paved areas to broom-clean condition: remove stains, petro-chemical spills, and other foreign deposits.

i. Rake grounds that are neither planted nor paved, to smooth, even-textured surface.

37.4.2. Remove waste materials from Site daily and dispose of in a lawful manner. Remove temporary protection devices and facilities that were installed during course of the Work to protect previous completed Work during remainder of construction period.

38. **Project Closeout:**

38.1. **Description:**

Project Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for Final Completion and Acceptance, Final Payment, normal termination of Agreement, occupancy by COUNTY and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in other sections. Time of closeout is directly related to Substantial Completion, and therefore may be a single time period for whole Work or a series of time periods for individual parts of the Work that have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this Section.

38.2. **Submittals:**

38.2.1. Specific requirements for record documents are shown in this subsection. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for CPM’s reference during normal working hours.

   a. **Definition:** Record copies are defined to include those documents or copies relating directly to performance of the Work, which DBT is required to prepare or maintain for COUNTY’S records, recording the Work as actually performed. In particular, record copies show changes in the Work in relation to way in which shown and specified by original Contract Documents; and show additional information of value to COUNTY’S records, but not
indicated by original Contract Documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

b. As-Built & Record Drawings: DBT will organize as-built and record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

c. Record Product Data: Upon completion of mark-up, submit complete set to CPM and CA.

d. Record Sample Submittal: Comply with CPM’s instructions for packaging, identification marking, and delivery to CA.

e. Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound in files, ready for continued use and reference. Submit to CPM and CA.

f. Maintenance Manuals: Complete or compile, place in order, properly identify and submit to CPM for COUNTY’S records.

38.2.2. Project As-Built Drawings:

a. As-Built Drawings: The DBT shall maintain a set of as-built Drawings at the job site. These shall be kept legible and current, on a weekly basis, and shall be available for inspection at all times by the CPM. Show all changes or work added on these as-built drawings in a contrasting color.

b. Mark-up Procedure: During progress of the Work, drawings and shop drawings, with mark-up of actual installations which may vary substantially from the Work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, full and accurately. Where shop drawings are marked-up, mark cross-referenced on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown
schematically or omitted from original drawings, and give particular attention to information on Work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing mark-up to initial and mark-up and indicate name of firm. Label each sheet “PROJECT RECORD” in 1-1/2 inch high letters.

c. Actual position of all underground and otherwise concealed civil, mechanical and electrical; lines, conduit, pipes, ducts, etc. Items in areas with accessible ceilings or other ready access shall not be considered as being concealed.

d. In showing changes in the Work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

e. When manholes, boxes, underground conduits, plumbing hot or chilled water lines, inverts, etc., are involved as part of the Work, the DBT shall furnish true elevations and locations, all properly referenced by setting the original bench mark used for this Project.

f. Upon completion of the Work, the document information maintained during construction (addenda, alternates, construction change directives, Change Orders, Field Order, Etc.) shall be recorded, to scale, by a competent technician.

g. Review completed mark-up of Architect/Engineer record drawings and shop drawings with CPM. DBT shalll date each updated drawing and label each sheet “PROJECT RECORD” in 1-1/2 inch high letters. Printing is the responsibility of the DBT. The number of copies of full size drawing shall be coordinated with the CPM. AutoCAD and PDF files shall also be provided as record drawing submittals.

h. As-Built drawings shall contain the names, addresses and phone numbers of the DBT and the subcontractors.

i. The CA shall be the sole judge of the acceptability of the as-built and record drawings. Receipt and acceptance of the as-built and record drawings is a pre-requisite for Final Payment.

38.2.3. Record Product Data:
During progress of the Work, maintain one (1) copy of each product data submittal, and mark-up significant variations in the actual Work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer’s instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned at a later date by direct observation. Note related Change Orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit three (3) complete sets of product data submittal to CPM for COUNTY’S records. Label each data submittal “PROJECT RECORD” in 1-1/2 inch high letters.

38.2.4. Record Sample Submittal:

Immediately prior to date(s) of Substantial Completion, CA and CPM’s personnel will meet with DBT at site, and will determine if any of submitted samples maintained by DBT during progress of the Work are to be transmitted to CA for record purposes. Comply with CPM’s instructions for packaging, identification marking, and delivery to CA. Dispose of other samples in manner specified for disposal of surplus and waste materials, unless otherwise indicated by CPM.

38.2.5. Miscellaneous Record Submittals:

Submit three (3) sets of all miscellaneous records requested to be submitted by the Contract Documents to CPM for COUNTY’S records.

38.2.6. Operating Instructions and Maintenance Manuals:

   a. As a condition precedent to Substantial Completion, complete operating instructions and maintenance manuals shall be obtained by the DBT for each and every piece of equipment or system furnished under the Agreement. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.

   b. Submit three (3) copies of each completed manual on equipment and systems, in final form, to the CPM for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.

38.2.7. Guarantees and Warranties:
a. As a condition precedent to Substantial Completion, all guarantees and warranties as specified under various sections of the Contract Documents and per requirements of Section titled “Warranties” shall be obtained by the DBT, addressed to and in favor of the COUNTY, and delivered to the CPM for submittal to the CA, in duplicate giving a summary of guarantees attached and stating the following in respect to each:

1. Character of work affected
2. Name of subcontractors
3. Period of guarantee
4. Conditions of guarantee

38.2.8. Prerequisites to Substantial Completion:

Prior to requesting inspection for Certificate of Substantial Completion, for either the whole Work or designated portions thereof, complete the following and list known exceptions in request:

38.2.8.1. In progress payment request, coincide with, or first following date claimed, show 100% completion for portion of Work claimed as “Substantially Completed”, or list incomplete items, values of incompletion, and reasons for being incomplete.

38.2.8.2. Include supporting documentation for completion as indicated in the Contract Documents.

38.2.8.3. Submit statements showing accounting of changes to the Lump Sum Amount.

38.2.8.4. Advise COUNTY of pending insurance change-over requirements.

38.2.8.5. Obtain and submit releases enabling COUNTY’S full and unrestricted use of the Work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.

38.2.8.6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to COUNTY.

38.2.8.7. Complete start-up testing of systems, and instructions of COUNTY’S operating-maintenance personnel. Provide a sign-in sheet listing all COUNTY personnel trained during training sessions.

38.2.8.8. Immediately prior to the CPM’s inspection for Substantial Completion of the whole Work or designated portions thereof, the DBT shall completely clean the premises. Concrete
surfaces shall be cleaned and washed. Sash, fixtures, and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the DBT at the DBT’s expense.

38.2.8.9. HVAC Heating, Ventilation and Air conditioning systems must be completed, tested, approved and demonstrated. Provide test and balance reports for review and acceptance by the CPM.

38.2.8.10. Master and grand master keys must be delivered in sealed containers to the CA. Keys must be labeled to identify where keys are used for the finished work.

38.2.8.11. In the application for payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Lump Sum Amount.

38.2.8.12. Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents for submittal.

38.2.8.13. Deliver tools, spare parts, extra stock, and similar items as specified in respective specification sections.

38.2.8.14. Make final change-over of permanent locks and transmit master and grand master keys to the CA.

38.2.8.15. Advise the CA’s personnel of pending change-over in security provisions.

38.2.8.16. Complete start-up testing of systems, and instruction of the COUNTY’s operating and maintenance personnel.

38.2.8.17. Discontinue change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

38.2.8.18. Touch-up and otherwise repair and restore marred exposed finishes.

38.2.8.19. Obtain a Certificate of Occupancy (or, with prior written approval from the CA, a Temporary Certificate of Occupancy.
(TCO)) from the Building Department having jurisdiction for the relevant portion of the Project.

38.3. Contractor’s Request for Inspection:

38.3.1. When the DBT considers that the Work, or a portion thereof, which portion the CPM and CA agrees to accept, is substantially complete, the DBT shall prepare and submit to the CPM a request for Substantial Completion inspection including the DBT’s comprehensive list of items to be completed or corrected.

38.3.2. The DBT shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the DBT to complete all Work in accordance with the Contract Documents.

38.3.3. Project Closeout Submittals: Project closeout submittals required by the Contract Documents for the Work, or a portion thereof, shall be submitted by the DBT at or prior to the time of its request to the CPM.

38.4. CPM’S Determination of Readiness:

38.4.1. Upon receipt of the DBT’s request for Substantial Completion inspection, the CPM will make a preliminary inspection to determine whether the Work or designated portion thereof is appropriately ready for a Substantial Completion Inspection.

38.4.2. The CPM will notify the CA and the DBT of the results of its inspection by completing and distributing the CPM’s Notification of Readiness for Substantial Completion Inspection.

a. If the CPM discloses any item, whether or not included on the DBT’s list, which is not in accordance with the requirements of the Contract Documents and which would render the Work not substantially complete, the DBT shall correct such item upon receipt of the CPM’s Notification. The DBT shall then submit another request for inspection by the CPM to determine the completion status of the Work or designated portion thereof.

b. When the CPM judges that the Project may be substantially complete in accordance with the terms of the Contract Documents, CPM will notify the CA that the Work, or portion thereof, is ready for the CA’s Substantial Completion inspection.

38.5. Substantial Completion Inspection:

38.5.1. The CA, upon notification from the CPM that the Work, or a portion thereof, may be substantially complete and all project closeout submittals
pertaining to the Work, or portion thereof, have been approved and forwarded to the CA, will direct the CPM to schedule and coordinate the CA’s Substantial Completion Inspection.

38.5.2. The CA's Substantial Completion Inspection will be conducted by representatives of the CPM, PMO, the CA, and the DBT, including the respective DBT EOR representatives, and representatives from other BCAD Departments, as deemed necessary by the CA.

38.5.3. A list of deficiencies will be recorded during the Substantial Completion Inspection. The CPM will compile a list of all deficiencies noted by inspection representatives and shall provide each inspection representative and DBT with electronic copies of the List of Deficiencies (punch list).

38.5.4. At the Completion of the Substantial Completion Inspection, the CPM will issue a Substantial Completion Inspection report and Substantial Completion punch list. CA shall either approve or deny substantial completion of the Work, or portion thereof.

38.5.5. If Substantial Completion of the Work, or portion thereof, is denied, the DBT shall promptly correct deficiencies noted which caused the denial of substantial completion. Upon correcting these deficiencies, the DBT shall notify the CPM that these deficiencies are ready for re-inspection by submitting a new Request for Substantial Completion at which time the CPM, PMO, CA, and DBT will re-conduct the CA’s Substantial Completion Inspection for substantial completion deficiencies only.

38.5.6. When Substantial Completion of the Work, or portion thereof, is granted, the CPM will prepare and issue CA's Form for Certificate of Substantial Completion to indicate the date of substantial completion(s). (See Appendix E for Certificate of Substantial Completion).

38.6. Readiness for Final Completion (Acceptance) Inspection:

38.6.1. Deficiencies noted on or attached to Substantial Completion inspection report and Substantial Completion, inspection punch list, must be completed prior to the CA's Final Completion inspection. Limitations on the time during which these corrections must be made shall be consistent with the time specified in the Agreement.

38.6.2. Upon correction of the punch list, the DBT shall notify the CPM and issue a request for Final Completion inspection, that the Work, or portion thereof is ready for the CA's Final Completion Inspection.

38.6.3. Upon receipt of the DBT's Request for Final Completion Inspection, the CPM will make an inspection to determine whether the Work or designated portion thereof is complete. The CPM will notify the CA and the DBT of the results of his inspection by completing and distributing the CPM’s notification of readiness for Final Completion inspection.
38.6.4. If the CPM inspection discloses any item which is not in accordance with the requirements of the Contract Documents and which would render the Work not complete, the DBT shall correct such item upon receipt of the CPM's Notification of Readiness for Final Completion inspection. The DBT shall then submit another request for inspection by the CPM to determine the completion status of the Work or designated portion thereof.

38.6.5. When the CPM judges that the Project is complete in accordance with the terms of the Contract Documents, he will notify the PMO and CA that the Work, or portion thereof, is ready for the CA's Final Completion inspection.

38.7. CA's Final Completion Inspection:

38.7.1. The CA, upon notification from the CPM that the Work, or a portion thereof, is complete will direct the CPM to schedule and coordinate the CA's Final Completion inspection.

38.7.2. The CA's Final Completion Inspection will be conducted by the CPM, PMO, the CA, and the DBT.

38.7.3. Members of the inspection teams which inspected the facility for Substantial Completion will reconvene to conduct the Final Completion Inspection.

38.7.4. Members of the inspection teams for which there are no outstanding Punch List Items may be excused upon request to and approval by the CPM.

38.7.5. If Final Completion of the Work, or portion thereof, is denied, the DBT shall promptly correct deficiencies noted which caused the denial of Final Completion.

38.7.6. Upon correcting these deficiencies, the DBT shall notify the CPM that these deficiencies are ready for re-inspection (by submitting a new DBT's Request for Final Completion inspection at which time the CPM, PMO, CA, and DBT will re-conduct the CA's Final Completion inspection).

38.8. Final Completion Date:

38.8.1. When Final Completion of the Work, or portion thereof, is granted, the CPM will issue the CA's Letter Establishing Final Completion Date to indicate the date of final completion.

38.8.2. Upon receipt of CA's Letter Establishing Final Completion Date, the DBT may make application for final payment.

38.8.3. If correction of punch list is not fully completed within a period twice as
long as that allowed by the Contract Documents, the CA, at his option, may close out the Work or designated portion thereof, by deducting his estimate of the cost to correct the outstanding items and complete with Work by a separate Contractor or the CA's own forces.

38.9. Occupancy Inspection:

38.9.1. The County Building Department will conduct an inspection for the purpose of determining that the Work, or portion thereof, is in compliance with the statutes, rules, and codes affecting the health and safety of the occupants.

38.9.2. Upon successful completion of this inspection, the County Building Department will issue a Certificate of Occupancy authorizing occupancy of relevant portions of the Work.

38.9.3. The DBT shall be responsible for corrections to discrepancies noted by the County Building Department during the occupancy inspection.

38.9.4. Obtaining a Certificate of Occupancy from County Building Department is a pre-requisite to the DBT achieving Substantial Completion.

38.10. Final Adjustments of Accounts:

38.10.1. Submit a final statement of accounting to the CPM.

38.10.2. Statement shall reflect all adjustments to the Total Contract Price:

   a. The original Lump Sum Amount.

   b. Additions and deductions resulting from:

      1. Previous Change Orders.
      2. Deductions for uncorrected work.
      3. Deductions for liquidated damages.
      4. Deductions for re-inspection payments.
      5. Owner's Contingency adjustments.
      6. Total Contract Price, as adjusted.
      7. Previous payments.
      8. Sum remaining due.
      9. The applicable Purchase Order Numbers.

38.11. Final Application for Payment:

Submit the final application for payment in accordance with procedure and requirements stated in the DBT's Agreement with the COUNTY.

38.12. Re-inspection Fees:
Should it be necessary for the CPM or Building Code Services (BCS) to perform re-inspections due to the failure of the Work to comply with the claims of status of completion made by the DBT:

a. The CA will compensate the CPM for such additional services.

b. CA will deduct the amount of such compensation from the Lump Sum Amount due to the DBT.

38.13. Punch list Completion:

38.13.1. The facilities may be occupied by COUNTY during completion of all or a portion of the punch list.

38.13.2. Complete punch list work as otherwise allowed by CA.

38.13.3. Make arrangements concerning access and other than normal work hours with the CPM.

39. Warranties

39.1. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer’s standards and warranties on products and special warranties.

39.1.1. General closeout requirements are included in the Section titled “Project Closeout”.

39.1.2. Certifications and other commitments and agreements for continuing services to COUNTY are specified elsewhere in the Contract Documents.

39.2. Disclaimers and Limitations:

Manufacturer’s disclaimers and limitations on product warranties do no relieve the DBT of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the DBT.

39.3. General Limitations:

Although, manufacturer’s commitments in product warranties on products used in the Work are generally written to exclude product failures which result from failure of other work (such as failure of substrate supporting product), such limitations in product warranties do not relieve the DBT of the more general warranties on Work which incorporates use of such products. This shall also apply to fabricators, installers, and subcontractors who provide limited warranties with DBT for such units of work.
39.4. Warranty Requirements:

39.4.1. Related Damages and Losses:

When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

39.4.2. Reinstatement of Warranty:

When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.

39.4.3. Replacement Cost:

Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The DBT is responsible for the cost of replacing or rebuilding defective Work regardless of whether the COUNTY has benefited from use of the work through a portion of its anticipated useful service life.

39.4.4. COUNTY’S Recourse:

a. Written warranties made to the COUNTY are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which the COUNTY can enforce such other duties, obligations, rights, or remedies.

b. Rejection of Warranties: The CA and CPM reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

c. The CA and CPM reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

39.5. Submittals:

Submit written warranties to the CPM as a precondition of achieving substantial
39.5.1. When a warranty is required to be executed by the DBT, or the DBT and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the CA through the CPM for approval prior to substantial completion.

Refer to individual sections of the technical specification section for specific content requirements for submittal of special warranties.

39.6. Form of Submittal:

39.6.1. Compile two (2) copies of each required warranty properly executed by the DBT, or by the subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the Table of Contents of the DBT’s Project Manual.

39.6.2. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2” by 11” paper.

   a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

   b. Identify each binder on the front and the spine with the typed or printed title “WARRANTIES AND BONDS”, the Project title or name, and the name of the DBT.

39.6.3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF DIVISION I GENERAL REQUIREMENTS
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
(49 CFR PART 29)

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 voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that 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.

Certification Regarding Foreign Trade Restrictions  
(49 CFR PART 30.13)

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 upon 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
immediate 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.

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 A

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS
(Federal Aviation Administration (FAA) Requirements)

A-1 Airport and Airway Improvement Program Project.

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

A-2 Consent to Assignment.

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

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the 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.

A-5 Withholding: Sponsor from Contractor.

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

A-6 Nonpayment of Wages.

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

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

A-8 Subcontracts.

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

A-9 Breach of Contract Terms.

Any violation or breach of the 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. He 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. (49 CFR Part 18.36).

A-10 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 purposes 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 other pending matters are closed. (49 CFR Part 18.36(i)).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18.36(i)(8)).

A-12 General Civil Rights Provisions - Airport and Airway Improvement Act of 1982, Section 520.

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 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 B

DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5.5)

B-1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determinations; 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-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.

**B-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 applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (3)(i) above 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.

B-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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at
less than the applicable predetermined rate for the work performed until 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 (EEO). The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Contract Termination: Debarment.

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

B-9 Disputes Concerning Labor Standards.

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.

B-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 C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(29 CFR PART 5.5)

C-1 Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such 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.

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

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore 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 C-1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3 Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon 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 C-2 above.

C-4 Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4 of this section.
SECTION D

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

D-1 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 E

CONTRACTOR CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI
(49 CFR PART 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

E-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.

E-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.

E-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.

E-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.

E-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.

E-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 F

TERMINATION OF CONTRACT
(49 CFR PART 18.36(i)(2))

F-1 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.

F-2 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.

F-3 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.

F-4 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 F-2 of this clause.

F-5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
SECTION G

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given
to steel and manufactured products produced in the United States when funds are expended
pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured
products include (1) those produced in the United States or (2) a manufactured product
produced in the United States, if the cost of its components mined, produced or manufactured in
the United States exceeds 60 percent of the cost of all its components and final assembly has
taken place in the United States. Components of foreign origin of the same class or kind as the
products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials,
and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components,
exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured
products will be used by the Contractor, subcontractors, materialmen, and suppliers in the
performance of this contract, except those:

1. that the U.S. Department of Transportation has determined, under the Aviation Safety
and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and
reasonably available quantities and of a satisfactory quality;

2. that the U.S. Department of Transportation has determined, under the Aviation Safety
and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the
public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract
by more than 25 percent.
SECTION H

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

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

H-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.

H-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.

H-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.

H-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.

H-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.

H-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.

H-7 The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to
section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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.*
SECTION I

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(41 CFR 60-4.3)

I-1 As used in these specifications:

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

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

   (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

   2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

   (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

I-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.

I-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.
I-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.

I-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.

I-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.

I-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 nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

I-8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 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 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

I-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.

I-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.

I-11 The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

I-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.

I-13 The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

I-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.

I-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 J

MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION
PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER
HAZARDOUS ENERGY SOURCES

For projects involving electrical energy or other hazardous energy source, the contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended that an unannounced inspection be performed by the airport sponsor or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.
SECTION L

ENERGY CONSERVATION REQUIREMENTS
(49 CFR PART 18.36(i)(13))

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 M

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(49 CFR PART 20, APPENDIX A)

(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.

END OF DIVISION I SUPPLEMENT #1
DIVISION I
SUPPLEMENT #2
FAA Part 1 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 shading (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 operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any. Refer to Agreement for definition.


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

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated. Refer to Agreement for definition.
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. The contract duration and phase durations set forth in the Contract Documents include inclement weather days normally encountered at the Project site, as well as observed holidays defined below. The Contractor shall be charged for each calendar day during the term of construction including observed holidays defined below and inclement weather days normally encountered at the Project site. Normal inclement weather days shall be established by the Contractor obtaining the previous ten (10) years of inclement weather data from the National Oceanographic and Atmospheric Administration (NOAA) and averaging the previous ten (10) years of each type of inclement weather for each month and comparing it to each month of construction activities to determine if the number of inclement weather days occurring in any given month exceeds the average for that month over the past ten (10) years for that type of inclement weather, i.e. rain, snow, etc. If the Contractor is unable to work at least 50% of the normal work day on pre-determined controlling work items due to abnormal inclement weather conditions, the Contractor may not be charged a calendar day provided the Contractor submits data and records to justify not charging a calendar day for that specific day. Contract time shall be based upon calendar days counting from the effective date of the notice to Proceed and including Saturdays, Sundays, observed holidays defined below, and other non-work days.

The Contractor is given a specific number of calendar days to perform the work.

Associated with the weather definition is the FEC Railway Operations definition. The FEC has a number of train operations that occur over the course of each day. The sample attached schedules for the various trains for a typical week are provided herein to give the DBT a basic understanding of the timing and schedules of the various trains that run and which could potentially affect some of the construction operations when working over or in proximity to the railroad right-of-way. The trains can either be local work trains forming or storing cars on sidings at the railroad marshalling yard immediately adjacent to the airport or north or south bound transport trains. The DBT will need to coordinate with the FEC Railway to determine specific train schedules planned for the dates when the DBT will be performing construction activities over or in close proximity to the railway right-of-way. The DBT will be required to plan their construction activities during the train movements and may be required to delay installation of certain structure elements until the train activities have ceased for periods of time. It will be the DBT’s sole responsibility to coordinate the train movements and their construction activities prior to startup of any construction activity when in the DBT is over or in close proximity to the FEC Railway right-of-way.

Sample Schedule of FEC Railway Train Movements

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<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Date</th>
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<td>11/5/10</td>
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<td>11/6/10</td>
<td>7:00 AM</td>
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<td>6:45 PM</td>
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<td>1:45 AM</td>
<td>10:45 PM</td>
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<td></td>
</tr>
</tbody>
</table>
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. It is also a written document properly executed by the County, ordering a change in the Total contract price or Contract Time or a material change in the Work as determined by the Contract Administrator.

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

10-19 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, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 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.

10-22A 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, RPR, or by another public agency pursuant to an agreement with the Owner. It is also construction performed by the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the contract documents.
10-23 **INSPECTOR.** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 **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.

10-25 **LABORATORY.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-26 **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.

10-26A **LIQUIDATED DAMAGES TO BE CHARGED.** The Contractor shall be charged liquidated damages in the amounts defined in the contract documents for each calendar day or night after the applicable time has elapsed until the work is completed and accepted by the Owner and Engineer.

10-27 **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 award contract. All other items shall be considered minor contract items.

10-28 **MATERIALS.** Any substance specified for use in the construction of the contract work.

10-29 **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. Refer to Agreement for definition.

10-30 **OWNER (SPONSOR).** The term Owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term Sponsor shall have the same meaning as the term Owner.

10-31 **PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 **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.
10-33 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.

10-34 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.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 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.

10-37 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.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 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.

10-40A SPONSOR. See definition above of “Owner”.

10-41 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.

10-42 SUBGRADE. The soil which forms the pavement foundation.

10-43 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.

10-44 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.

10-45 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor. Refer the Agreement for definition.
10-45 46 TAXIWAY/TAXILANE. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport commission for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 47 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 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

20-00 GENERAL. Projects funded under the Airport Improvement Program (AIP) must be developed in accordance with the policies, standards, and specifications approved by the Secretary, Department of Transportation. The General Provisions are required as part of the Airport’s grant agreement. The General Provisions are also required for the project as part of the Airport’s grant assurances. This Section 20 shall apply to the proposal requirements and conditions associated with the U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L Improvements Project at Fort Lauderdale-Hollywood International Airport. However, if any of the language contained within this Section 20 conflicts with the Request for Proposals (RFP), Agreement between Broward County and the selected Design Build Team (DBT), Division I General Requirements or Mandatory Contract Provisions, then the language of the Request for Proposals (RFP), Agreement between Broward County and the selected Design Build Team (DBT), Division I General Requirements or Mandatory Contract Provisions shall govern.

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. See attached RFP for directions on submitting a complete price proposal for the Project.

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. The DBT’s have already been found qualified to perform the proposed work for the Project.

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.
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. See attached RFP and associated documentation for requirements for submittal of complete price proposals for the Project.

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.

- 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.

- c. 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 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/she 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. 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:

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.

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.

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 bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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. 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 or Engineer.

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

- f. Uncompleted work which, in the judgement of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

- g. Previous projects where, in the judgement 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 loosing 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 herein. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein. 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, 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 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, 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 contract executed by the successful bidder shall have within the body of the contact documents the following assurances:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contact. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contacts. 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.”

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" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 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 supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

The low bidder will be required to submit within twenty (20) calendar days of the bid opening his proposed construction schedule for the Owner and Engineer's evaluation and use in obtaining FAA funding. The low bidder shall also be supplied with all of the required contract documents for his completion in anticipation of executing a contract.

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

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

When determined by the Engineer to be in the Owner's best interest, he 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 as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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

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

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),
unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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

Except as provided in the subsection 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; 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 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.

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. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. 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 does not have the authority to accept pavements that do not conform to FAA specification requirements.

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/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 will document his/her determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on 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) as applicable.

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

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's 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.
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, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions 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 Conditions, Supplemental Conditions or other sections of the contract documents conflict with General Provisions or Technical Specifications, the Special Provisions Conditions, Supplemental Conditions or other sections of the contract documents shall govern.

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 two four 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 his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. 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 or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct 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.

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 the Contractor at the discretion of the Engineer. The Contractor shall furnish, as his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans and in accordance with Technical Specification P-104, Project Survey and Stakeout. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor. 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 for subgrade and base course installation. Definition of an error shall be 1/4" or more. In the case of a discrepancy between the technical specifications and this defined tolerance, this tolerance shall govern.

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 copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will 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:

(1) Runways – each paving lane width

(2) Taxiways – each paving lane width

(3) Holding areas – each paving lane width

c. After finish paving operations at 50-foot stations

(1) All paved areas – Edge of each paving lane prior to next paving lot

d. Shoulder and safety area blue tops at 50-foot 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).

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

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will 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. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

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

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

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

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

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work 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 shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

50-14 PARTIAL ACCEPTANCE. If at any time during the 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 to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, 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 of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is complete and accepted by the Owner.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, Owner and representative of the Federal Aviation Administration and/or State funding agency (when applicable) will make an inspection. Final acceptance of the project shall not occur until the FAA and/or State funding agency representative(s) (when applicable) have made their inspection and the FAA and State funding agency has accepted the project (when applicable). If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

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

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due 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 in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within ten (10) calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

50-17 COST REDUCTION INCENTIVE. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

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

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

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

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;

b. An itemization of the contract requirements that must be changed if the proposal is adopted;

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;

d. A statement of the time by which a change order adopting the proposal must be issued;

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; 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 the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgement such prices do not represent a fair measure of the value of the work to be performed or deleted.

The owner may require the Contractor to share in the owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order 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 also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50 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 as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition:

   a. Where an FAA specification for airport lighting equipment listed in Appendix 3 of Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, is cited in the plans or specifications, the Contractor shall furnish such equipment that is certified under AC 150/5345-53, and listed in the addendum to Appendix 3 of AC 150/5345-53.

   b. Where an approach lighting system is cited in the plans or specifications, the Contractor shall furnish such equipment produced by a manufacturer 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:

| EQUIPMENT NAME | CITED FAA SPECIFICATIONS | EFFECTIVE FAA AC OR APPROVAL LETTER FOR EQUIPMENT AND MANUFACTURER |

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, 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 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 tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

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

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

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

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

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

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

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

Should the Contractor propose to furnish an "or equal" material or assembly, 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 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.

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

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

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

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

It is understood and agreed that the Owner shall have the right to retest any material 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 FIELD OFFICE AND LABORATORY.** When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein, and shall become property of the Contractor when the contract work is completed.

**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. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/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

70-1 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, Engineer or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by 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, Engineer, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner and Engineer for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work. However, the Contractor shall be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer against all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright and any costs, expenses, and damages which it may be obliged to pay by reason of an infringement.

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

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.

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 upon the Owner's (sponsor'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 the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, 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 Act, the rules and regulations implementing the Act, 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
Division I General Requirements

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).

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 furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, 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 150/5370-2, Operational Safety on Airports During Construction, latest change.

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

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

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 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.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/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 suits, action or actions, claim or claims 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.

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:
Phase or Description
Required Date or Sequence of Owner's Beneficial Occupancy
Work Shown on Plan Sheet

Refer to the various Phasing Plan sheets of the drawings for phasing for descriptions and durations of each phase.

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

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/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 150/5370-2, Operational Safety on Airports During Construction, latest change. (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 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, 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.

<table>
<thead>
<tr>
<th>Utility Service or Facility</th>
<th>Person to Contract (Name, Title, Address, &amp; Phone)</th>
<th>Owner's Emergency Contact (Phone)</th>
</tr>
</thead>
</table>

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.

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.

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 two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two 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 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 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.

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

Should the Contractor encounter, during his/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. The Engineer will immediately investigate the Contractor's finding and 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) 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 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.

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.

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 notify the Owner and Engineer at least 48 hours in advance of the time actual construction operations will begin.

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify 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 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 notice to proceed is issued by the Owner.

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) 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 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; 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 150/5370-2, Operational Safety on Airports During Construction, latest change. (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 150/5370-2, latest change. 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 or Engineer.

The Contractor shall also submit a Maintenance of Traffic Plan (MOT) to BCAD for approval on every project prior to startup of construction. Refer to Technical Specification G-100, paragraph 100-2.1 Maintenance of Traffic for details.
80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

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

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

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

b. Incompetent, disorderly, intemperate or incorrigible employees shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

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

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

e. Any employee of the Contractor or any subcontractors who violate the badging requirements or leaves unbadged individuals in the Airport Operations Area (AOA) or the Secured Identification Display Area (SIDA) without properly badged individuals will be removed from the Airport and not 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. 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 to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as 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 for such compensation shall be filed with the Engineer within the time period stated in the Owner's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner or 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:

- **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 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 work day with the normal work force employed on such principal item except where specific defined project elements, phases, etc. establishes a shorter time frame due to operational constraints of the airport. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.**

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

3. **The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed, not less than five (5) days nor more than ten (10) days after the receipt of the notice to proceed as evidenced by the date of receipt shown on the certified mail return receipt.**

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

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

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 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 or NIGHTS shall consist of the number of calendar days or nights stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days or nights elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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 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 finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he 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.

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 of:

Refer to Agreement for definition of Liquidated Damages.

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 following, but not limited to, reasons:
a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or

b. Fails to perform the work or fails to provide sufficient workers, equipment 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 Engineer consider the Contractor in default of the contract for any reason hereinafter, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the 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 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.

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

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

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/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 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 or [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, 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.

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. 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 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, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be
converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 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 in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 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 standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

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

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of 1 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. 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 shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature 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 authorizing the extra work. When the change order or supplemental agreement 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 allowance for overhead and profit determined 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 based 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.

(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 Engineer 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 Engineer 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 fifteen (15) percent as limited in this section. Subcontractor’s profit and overhead amount shall be computed at five (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, tracing cloth, 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 at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer and/or RPR in coordination with the Contractor 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.

From the total of the amount determined to be payable on a partial payment, 10 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.

When not less than 95 percent of the work has been completed the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 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 retained percentage or 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 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.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at 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, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under 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, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of 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. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in
dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer'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. 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 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 a written finding of no objection to the Quality Control Program is provided by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

The quality control requirements established herein are specific to the FAA P-401, Plant Mix Bituminous Pavements. However, this Section 100 is included within the specifications to act as a template for the Contractor to use when developing the Quality Control Program for any FDOT asphalt pavement materials proposed for this project. The Contractor shall utilize this template in combination with the required FDOT standard requirements for submission of a Quality Control Program.

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.

**b. Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least [5] calendar days before the preconstruction conference.

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 Quality Control Program shall not be paid for separately but shall be included in various other bid items.

**The requirements of this section relate only to the quality control of the P-401, Plant Mix Bituminous Pavements and P-501, Portland Cement Concrete Pavement.**

**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.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, 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.

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 craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 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 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 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. 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 Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

**b. Daily Test Reports.** The Contractor shall be responsible for establishing a system 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 prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed 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 at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/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, the Engineer may:

1. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

2. Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100
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_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index (s), 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:  

\[ X = \text{Sample average of all sublot values within a lot} \]

\[ x_1, x_2 = \text{Individual sublot values} \]

\[ n = \text{Number of sublots} \]

e. Find the sample standard deviation \((S_n)\) by use of the following formula:

\[ S_n = \sqrt{\frac{(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1))}{}} \]

Where:

\[ S_n = \text{Sample standard deviation of the number of sublot values in the set} \]

\[ d_1, d_2, \ldots = \text{Deviations of the individual sublot values } x_1, x_2, \ldots \text{ from the average value } X \text{ that is: } d_1 = (x_1 - X), d_2 = (x_2 - X) \ldots d_n = (x_n - X) \]

\[ n = \text{Number of sublots} \]

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:

\[ L = \text{specification lower tolerance limit} \]

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:

\[ L \text{ and } U = \text{specification lower and upper tolerance limits} \]

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with \(Q_L\) and \(Q_U\), using the column appropriate to the total number \((n)\) of measurements, and determining the percent of material above \(P_L\) and percent of material below \(P_U\) for each tolerance limit. If the values of \(Q_L\) fall between values shown on the table, use the next higher value of \(P_L\) or \(P_U\). Determine the PWL by use of the following formula:

\[ PWL = (P_U + P_L) - 100 \]

Where:

\[ P_L = \text{percent within lower specification limit} \]

\[ P_U = \text{percent within upper specification limit} \]

**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.
   
   \[ S_n = \sqrt{\frac{((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2))}{(4 - 1)}} \]
   
   \[ S_n = \sqrt{\frac{(1.82 + 0.16 + 1.82 + 0.16)}{3}} \]
   
   \[ S_n = 1.15 \]

4. Calculate the Lower Quality Index \( Q_L \) for the lot. (\( L = 96.3 \))
   
   \[ Q_L = \frac{(X - L)}{S_n} \]
   
   \[ Q_L = \frac{(97.95 - 96.30)}{1.15} \]
   
   \[ Q_L = 1.4348 \]

5. Determine PWL by entering Table 1 with \( Q_L = 1.44 \) and \( n = 4 \).
   
   PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.
   
   A-1  5.005.0  
   A-2  3.743.7  
   U.S. 1/ FEC RR Structures 271
2. Calculate the average air voids for the lot.

\[ X = \frac{(x_1 + x + x_3 \ldots + x_n)}{n} \]

\[ X = \frac{(5.00 + 3.74 + 2.30 + 3.25)}{4} \]

\[ X = 3.57 \text{ percent} \]

3. Calculate the standard deviation \( S_n \) for the lot.

\[ S_n = \sqrt{\frac{((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2)}{4 - 1}} \]

\[ S_n = \sqrt{\frac{[2.04 + 0.03 + 1.62 + 0.10]}{3}} \]

\[ S_n = 1.12 \]

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)

\[ Q_U = \frac{(U - X)}{S_n} \]

\[ Q_U = \frac{(5.00 - 3.57)}{1.12} \]

\[ Q_U = 1.2702 \]

7. Determine \( P_U \) by entering Table 1 with \( Q_U = 1.27 \) and \( n = 4 \).

\[ P_U = 93 \]

8. Calculate Air Voids \( PWL \)

\[ PWL = (P_L + P_U) - 100 \]

\[ PWL = (97 + 93) - 100 = 90 \]
EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.
   A-3  99.30
   A-4  98.35
   A-2  97.55
   A-1  96.60

2. Use $n = 4$ and upper 5 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:
      
      If: $(\text{measurement} - \text{average})/(\text{standard deviation})$ is less than test criterion,
      Then: the measurement is not considered an outlier

   for A-3  Check if $(99.30 - 97.95)/1.15$ greater than 1.463
                1.174 is less than 1.463, the value is not an outlier

   b. For measurements less than the average:
      
      If: $(\text{average} - \text{measurement})/(\text{standard deviation})$ is less than test criterion,
      Then: the measurement is not considered an outlier

   for A-1  Check if $(97.95 - 96.60)/1.15$ greater than 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

ROUNDING RULE

A. If the digit following the last digit to be kept is 0, 1, 2, 3, or 4, strike out that digit and all the following digits.
Example: For the number 28.69248539, if only three decimal places are being kept the number becomes 28.692.

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

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

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

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

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

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.
TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

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TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL) (CONT'D)
### Percent Within Limits

#### Positive Values of Q

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**TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)**
TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL) (CONT'D)

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END OF SECTION 110
SECTION 120
NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage 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 2922 6938 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922 6938, paragraph 8.

Use of ASTM D 2922 6938 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 6938 is used.

120-02. When 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:

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<th>Specification Item Number</th>
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<tr>
<td>Item P-209</td>
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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 recompacktion, 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 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 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

END OF DIVISION I SUPPLEMENT #2
DIVISION I
SUPPLEMENT #3
FDOT General Requirements and Covenants

The following Division I Supplement #3 shall supersede the Division I section of the FDOT Standard Design-Build Specifications for Road and Bridge Construction, latest edition. This Supplement #3 is applicable to U.S Highway 1 Work including roadway improvements, braided ramp bridge structure, East Perimeter Road, and Airport Entrance/ Exit Ramps as identified in the DCP.

The section numbering in the Division I, Supplement #3 below has been maintained from the FDOT Design-Build Standard Specifications for Road and Bridge Construction. However, where the Section numbers are not continuous, it represents intentional omissions.

In case of conflict between the following Division I Supplement #3 and the DBT Agreement, the Agreement will govern. In case of conflict between Division I General Requirements or the Division I Supplement #3 and the FDOT Standard Design-Build Specifications for Road and Bridge Construction, the Division I General Requirements and Division I Supplement #3 will govern.
SECTION 1
DEFINITIONS AND TERMS

Contractor/DBT. The Design-Build Team contracting with the COUNTY to perform the Work.

COUNTY. Broward County, Florida.

Department. Florida Department of Transportation

DBT Designer of/ or Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that is responsible for the preparation of the Construction Documents (including fully permitted Plans and Specifications) for the DBT. The Engineer of Record is the designer for the DBT.

Construction Project Manager. The Construction Project Manager (CPM) is employed by the COUNTY to perform construction project management services as defined by the COUNTY. The CPM acts directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Specialty Engineer. A Professional Engineer registered in the State of Florida, other than the DBT Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, non-standard expansion joints, MSE wall designs and other specialty items. The DBT Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The DBT Specialty Engineer may be an employee or officer of the DBT or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

For items of work not specifically covered by the Rules of the Department of Transportation, a DBT Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

In a Design-Build Contract, requests for acceptance for non-complying work, repair procedures, shop drawing review, or review of activities directly affecting public safety must be prepared by a firm independent from both the Specialty Engineer and DBT EOR if Specialty and DBT EOR are same entity. If the Specialty Engineer and DBT EOR are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the CPM. If the Specialty Engineer and DBT EOR are the same entity, the Specialty Engineer/DBT EOR will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/DBT EOR will check and certify the work of the independent firm as being complete and correct prior to submittal to the Engineer.
SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-12 Material, Samples and Statement. The COUNTY may require that the DBT furnish a statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, together with samples that may be subjected to the tests provided for in these Specifications to determine the materials’ quality and fitness for the work.

SECTION 4
SCOPE OF THE WORK

4-3.6 Connections to Existing Pavement, Drives and Walks. Generally adhere to the limits of construction at the beginning and end of the project as detailed in the plans. However, if the CPM determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the CA will authorize such a change in writing. For necessary connections to existing walks and drives that are not indicated on the plans, the CPM will provide direction regarding the proper connections in accordance with the Design Standards to the DBT.

4-3.9 Cost Savings Initiative Proposal: Not applicable

4-5 Rights in and Use of Materials Found on the Site of the Work.

4-5.1 Ownership and Disposal of Existing Materials. The DBT shall take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. The DBT is responsible to determine if any existing materials are the property of others and so indicate it on the plans and notify the CPM. Additionally it is the DBT’s responsibility to coordinate with the property owner, through the CPM, for proper removal and storage to perform the work.

Disposal of existing bridge components shall be the responsibility of the DBT.

4-5.2 Ornamental Trees and Shrubs. The DBT shall take ownership of all ornamental trees or shrubs existing in the right-of-way that is required to be removed for the construction operations. Notify CPM for coordination with adjacent property owners concerning disposition of ornamental trees and shrubs. Designate on the plans those to be reset, or to be removed by others prior to the Construction operations.

4-6 Final Cleaning Up of Right-of-Way. Upon completion of the work, and before the Department and COUNTY accepts the work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. The CA will allow the DBT to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by the DBT, adjacent to the project. However, do not place or store discarded materials, rubbish or equipment, on abutting property, with or without the consent of the property owners.
equipment, materials, or rubbish on such a site.

Shape and dress areas adjacent to the project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes. Restore these areas in accordance with 7-11.1 and 7-11.2. Grass these areas as necessary, as directed by the CPM.

When working adjacent to or over travel lanes, ensure that dust, mud and other debris does not interfere with normal traffic operations or adjacent properties.

Remove all debris from the work area and clear zone of the project before work ends for the day.

Pick up and remove trash from the job daily.

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings.

5-1.1 Contract Documents. The COUNTY will furnish the DBT copies of the plans, General Requirements and Special Provisions as required for the particular project. The DBT may obtain copies of the Standard Specifications and Roadway and Traffic Design Standards from the FDOT website. Have available on the worksite, at all times, one copy of the Contract Documents.

5-1.2 DBT’s Plans. The DBT will furnish plans that consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

5-1.3 Alterations in Plans. The CPM will issue, in writing, all authorized alterations affecting the requirements and information given on the approved plans.

5-1.4 Shop Drawings: (for Structures).

5-1.4.1. Definitions.

(1) Shop Drawings: All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the DBT to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

(2) Permanent Works: All the permanent structures and parts thereof required of the completed Contract.

(3) Temporary Works: Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork,
scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

(4) Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the DBT’s control and outside the limits of normal public access.

(5) Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

   a. Bridges with an individual span longer than 300 feet.
   b. Structurally continuous superstructures with spans over 150 feet.
   c. Steel box and plate girder bridges.
   d. Steel truss bridges.
   e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
   f. Cable stayed or suspension bridges.
   g. Arch bridges.
   h. Tunnels.
   i. Movable bridges (specifically electrical and mechanical components).
   j. Rehabilitation, widening, or lengthening of any of the above.

(6) Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.

(7) Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

(8) Formwork includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and whalers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

(9) Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

(10) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.

(11) Bracing is a temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.

(12) DBT Originated Designs. Items which the Contract Documents require the DBT to design, detail and incorporate into the permanent works.

5-1.4.2 Work Items Requiring Shop Drawings. Items so identified in the contract plans do not
necessarily represent the only items of work requiring shop drawings. Review the Contract Documents to determine the submittals required. In general, the COUNTY requires shop drawings for:

1. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
2. Retaining wall systems
3. Precast Box Culverts
4. Non-standard lighting, signalization and signing structures and components
5. Building structures
6. Drainage structures, attenuators, and other nonstructural items
7. Design and structural details furnished by the DBT in compliance with the Contract
8. Temporary Works affecting public safety

The following signing and lighting items are structural items:

1. Lighting: poles, bracket arms, frangible bases, and foundations.
2. Signing: mounting brackets for bridge-mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures, and multiple post sign supports, along with applicable foundations.

5-1.4.5.5 Formwork and Scaffolding. The DBT is solely responsible for the safe installation and use of all formwork and scaffolding. The COUNTY does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety.

5-1.4.5.7 Erection Plan. Submit, for the CPM’s review, an Erection Plan that meets the specific requirements of the Department.

5-1.4.5.8 Other Miscellaneous Design and Structural Details Furnished by the DBT in Compliance with the Contract. Submit to the CPM one set of prints along with the set of masters for each series of shop drawings and four copies of the applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the DBT Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.7 Other Requirements for Shop Drawings for Bridges.

5-1.4.7.1 Shop Drawings for Structural Steel and Miscellaneous Metals. Furnish shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

5-1.4.7.2 Shop Drawings for Concrete Structures. Furnish shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, furnish shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as:
special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.

5-1.4.7.3 Shop Drawings for Major and Unusual Structures. In addition to any other requirements, within 60 days from the notice to proceed, submit information to the CPM outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:

1. The overall construction program for the duration of the Contract. Clearly show the Milestone dates. (For example, the need to open a structure by a certain time for traffic operations.)
2. The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.
3. The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s). (For example, obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property, and the DBT's own temporary works, such as haul roads, cofferdams, plant clearances and the like.)
4. The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment. (For example, crane positions, operating radii and the like.)
5. The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.
6. An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.
7. Any other information pertinent to the proposed scheme or intended approach. Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The COUNTY will use these drawings for information, review planning, and to assess the DBT's approach in relation to the intent of the original design. The delivery to and receipt by the CPM does not constitute any COUNTY acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

5-1.4.8 Modifications for Construction. Where the CPM allows the DBT to make modifications to the permanent works for the purposes of expediting the DBT's chosen construction methods, the DBT shall submit proposals to the CPM for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. The COUNTY may require additional submittals and/or submittal under a Cost Savings Initiative Proposal for major modifications.

Minor modifications are those items that, in the opinion of the CPM, do not significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes,
changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.)

Major modifications are any modifications that, in the opinion of the Engineer, significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its’ components. (For example, substituting alternative beam sizes and spacings, changing material strength or type, and the like.). Provide signed and sealed revised sheets to the CPM for any such revisions to the Contract plans prior to submitting shop drawings.

The CPM’s decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

5-1.4.9 Cost of Shop Drawings. Include the cost of furnishing shop and working drawings in the Contract prices for the work requiring the shop and working drawings. The COUNTY will not pay the DBT additional compensation for such drawings.

5-1.5 Certifications.

5-1.5.1 Special Erection Equipment. Prior to its use, ensure that the DBT Specialty Engineer personally inspects the special erection equipment and certifies to the CPM in writing that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and certifies to the CPM in writing that it is being used as intended and in accordance with the submitted drawings and calculations. In each case, ensure that the DBT Specialty Engineer also signs and seals the letter of certification.

5-1.5.2 Falsework and Shoring Requiring Shop Drawings. After its erection or installation but prior to the application of any superimposed load, ensure that the DBT Specialty Engineer personally inspects the falsework and certifies to the CPM in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. Ensure that the DBT Specialty Engineer also signs and seals the letter of certification.

5-1.5.3 Temporary Formwork. For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that the DBT Specialty Engineer inspects the formwork and certifies to the CPM in writing that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. Ensure that the DBT Specialty Engineer signs and seals the letter of certification.

5-1.6 Corrections for Construction Errors. For work that the DBT constructs incorrectly or does not meet the requirements of the Contract Documents, the DBT has the prerogative to submit an acceptance proposal to the CPM for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The COUNTY will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.

When the CPM judges that a proposal infringes on the structural integrity or maintainability of the structure, the COUNTY will require the DBT to engage a DBT Specialty Engineer to perform
a technical assessment and submit it to the CPM for review. Do not take any corrective action without the CPM's approval.

Carry out all approved corrective construction measures at no expense to the COUNTY. Notwithstanding any disposition of the compensation aspects of the defective work, the CPM's decision on the technical merits of a proposal is final.

**5-4 Errors or Omissions in Contract Documents.** Errors and omissions discovered in the plans or specifications are the total responsibility of the DBT. The errors and omissions shall be brought to the attention of the CPM and PMO. Resolution of the question by the DBT Engineer of Record is intended, and will be at no additional cost to the COUNTY. All such modifications are subject to approval of the CPM and CA.

**5-5 Authority of the CPM.** Perform all work to the satisfaction of the CPM.

The CA will decide all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

**5-6 Authority and Duties of CPM.** The CA may appoint such assistants and representatives, as he desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of the DBT any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the CPM. The CPM will immediately notify the DBT in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the DBT.

**5-7 Engineering and Layout.** Not Applicable.

**5-8 DBT’s Supervision.**

**5-8.1 Prosecution of Work.** Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the CPM and with other Contractors at work in the vicinity.

**5-8.2 DBT’s Superintendent.** Maintain a competent superintendent at the site at all times while work is in progress to act as the DBT’s agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the CPM and to execute the orders or directions of the CPM, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Furnish such superintendence regardless of the amount of work sublet.

Provide a superintendent who speaks and understands English, and maintain at least one other
responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies. Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. Submit, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Florida Highway Patrol and all other local law enforcement agencies.

5-9 General Inspection Requirements.

5-9.1 Cooperation by DBT. Do not perform work or furnish materials without obtaining inspection by the CPM or QAMT Firm. Furnish the CPM with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. If the CPM or PMO so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If the CPM determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the COUNTY. However, if the CPM determines that the work thus exposed or examined is acceptable, the COUNTY will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed.

5-9.2 Failure of CPM or QAMT Firm to Reject Work During Construction. If, during or prior to construction operations, the CPM or QAMT Firm fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the COUNTY to final acceptance. The COUNTY is not responsible for losses suffered due to any necessary removals or repairs of such defects.

5-9.3 Failure to Remove and Renew Defective Materials and Work. If the DBT fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the CA has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the DBT’s expense. The COUNTY will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the DBT fails or refuses to make, by deducting such expenses from any moneys due or which may become due the DBT, or by charging such amounts against the Contract bond.

5-9.4 Inspection by Federal Government. When the United States Government pays a portion of the cost of construction, its representatives may inspect the construction work, as they deem necessary. However, such inspection will in no way make the Federal Government a party to the Contract.

5-10 Final Inspection.
5-10.1 Maintenance until Acceptance. Maintain all Work until the CPM, PMO, and CA has given final acceptance in accordance with 5-11.

5-10.2 Inspection for Acceptance. Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the CPM will make an inspection for acceptance. The inspection will be made within seven (7) days of the notification. If the CPM, PMO, and CA finds that all work has been satisfactorily completed, the COUNTY will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the CPM will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the CPM, PMO, and CA accepts all Work.

Upon satisfactory completion of the Work, the COUNTY will provide written notice of acceptance, partial or final, to the DBT.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work.

5-10.3 Partial Acceptance. The COUNTY, at its sole discretion, may accept any portion of the Work under the provisions of 5-10.2.

5-10.4 Conditional Acceptance. The COUNTY will not make, or consider requests for conditional acceptance of a project.

5-11 Final Acceptance. When, upon completion of the final construction inspection of the entire project, the CPM, PMO, and CA determines that the DBT has satisfactorily completed the work, the CPM will give the DBT written notice of final acceptance.

5-13 Recovery Rights, Subsequent to Final Payment. The COUNTY reserves the right, if it discovers an error in the partial or final estimates, or if it discovers that the DBT performed defective work or used defective materials, after the final payment has been made, to claim and recover from the DBT or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

Retain all records pertaining to the project for a period of three (3) years from the date of the CA’s final acceptance of the project. Upon request, make all such records available to the COUNTY or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the COUNTY deems necessary to ensure compliance with the Contract provisions.

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria.

6-1.1 General. Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The QAMT Firm may inspect and test any material, at points of production, distribution and use.
6-1.2.4 **Point of Use Test.** Test the material immediately following placement as specified in the Specifications. After delivery to the project, the CPM or QAMT Firm may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The COUNTY may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 **Certification.**

**6-1.3.1 Producer Certification.** Provide complete certifications for materials as required. Furnish to the CPM for approval, Producer Certifications for all products listed on the Qualified Products List and when required by the applicable material Specification(s). Do not incorporate any manufactured products or materials into the project without approval from the CPM. Materials will not be considered for payment when not accompanied by Producer Certification. Producers may obtain sample certification forms through the Department’s website. Ensure that the certification is provided on the producer’s letterhead and is signed by a legally responsible person from the producer and notarized.

**6-1.3.1.1 Qualified Products List.** Not applicable.

**6-1.3.1.2 Approved Products List:** Not Applicable.

**6-1.3.2 Contractor Installation Certification.** Provide installation certifications as required by the Contract Documents.

**6-1.3.3 Lump Sum Project General Requirements.** Not Applicable.

**6-1.3.4 Certification on Qualified Products List (QPL) Products.** Not Applicable.

**6-1.3.5 Certification on all Other Materials Not Specified.** Not Applicable.

6-2 **Applicable Documented Authorities other than Specifications.**

**6-2.2 Test Methods.** Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

**6-2.3 Construction Aggregates.** Aggregates used on this COUNTY project must be in accordance with Rule 14-103, FAC.

6-3 **Storage of Materials and Samples.**

**6-3.1 Method of Storage.** Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The COUNTY may reject improperly stored
materials.

6-3.2 Use of Right-of-Way for Storage. If the CA allows, the DBT may use a portion of the right-of-way for storage purposes and for placing the DBT’s plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the COUNTY or as specified in the Contract Documents. Provide any additional space required at no expense to the COUNTY.

6-3.3 Responsibility for Stored Materials. Accept responsibility for the protection of stored materials. The COUNTY is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples. Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials. Materials not meeting the requirements of these Specifications will be considered defective. The CPM will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the COUNTY.

Do not use material that has been rejected and the defects corrected, until the CPM or QAMT Firm has approved the material’s use. Upon failure to comply promptly with any order of the CA made under the provisions of this Article, the COUNTY has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the DBT.

As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the DBT may submit a proposed scope of work to the CPM for an engineering or independent laboratory (as approved by the Engineer) analysis to determine the disposition of the material. A Specialty Engineer, who is an independent consultant, or the DBT’s Engineer of Record as stated within each individual Section shall perform any such analysis. Upon the CA’s approval of the scope of work submitted by the DBT, the engineering analysis must be completed and the report must be submitted to the CPM within 45 calendar days, or other time frame as approved by the CPM. The report must be signed and sealed by the Specialty Engineer. The CA, in consultation with the CPM, will determine the final disposition of the material after review of the information submitted by the DBT. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only). Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The COUNTY will limit the use of materials produced by convict labor for use in Federal-
aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison
   or,
2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel (Federal-Aid Contracts Only). For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer’s written approval prior to incorporating the material into the project.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials. Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Department of Environmental Protection. Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration.

SECTION 7
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-1 Laws to be Observed.
7-1.1 General. Become familiar with and comply with all Federal, State, county, and city laws, by-laws, ordinances, and regulations that control the action or operation of those engaged or employed in the work or that affect materials used. Pay particular attention called to the safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, of the Florida Statutes, regarding control of air pollution. Direct special attention to that portion of Chapter 17-5 of the Rules and Regulations, pertaining to open burning in land clearing operations.

Comply with Part IV, Chapter 378, of the Florida Statutes regarding land reclamation. Direct special attention to Chapters 62c-36 and 62c-39 of the Florida Administrative Code. Submit the Notice of Intent to Mine to:

Department of Environmental Protection
Collins Building
2051 East Dirac Drive
Tallahassee, Florida 32310-3760

With a copy to the CPM. The CPM will determine consistency with the environmental documents prior to commencement of mining.

Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, of the Florida Statutes, regardless of exemptions allowed by Section 489.103, prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.

Prior to building construction or renovation, provide copies of current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, for the appropriate category of construction.

Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

The DBT or the authorized subcontractor applying the roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.

Indemnify, defend, and save harmless the COUNTY and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, order, or decrees; whether by himself or his employees.

The DBT shall comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan for the work.

The DBT shall exert every reasonable and diligent effort to ensure that all labor employed by the DBT and its subcontractors for work on the project work harmoniously and compatibly with all
labor used by other building and construction contractors now or hereafter on the site of the work covered by this Contract. Include this provision in all subcontracts, and require all subcontractors to include it in their subcontracts with others. However, do not interpret or enforce this provision so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article I, Section 6 of the Florida Constitution.

Comply with Chapter 556 of the Florida Statutes during the performance of excavation or demolition operations.

The Executive Order 11246 Electronic version, dated September 24, 1965 is posted on the Department’s website at the following URL address:


Take responsibility to obtain the information posted on this website up through five calendar days before the opening of bids and comply with the provisions contained in Executive Order 11246.

The FHWA-1273 Electronic version, dated March 10, 1994 is posted on the Department’s website at the following URL address:

www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/df1273.pdf.

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273 and certify monthly compliance with the EEO provisions of FHWA-1273 (Section II. Nondiscrimination and Section III. Non-segregated Facilities).

In addition to the requirements of FHWA-1273, Section V, No. 2(b), include gender and race of each employee in the weekly annotated payroll records.

Federal Regulations (29 CFR 3.5) states that Social Security numbers and addresses of employees shall not be included on submitted payrolls for contracts let after January 18, 2009. In lieu of a Social Security number, an employee identifying number must be listed. The employer may use the last four digits of the Social Security number or another assigned number as the employee identifying number.

If the Department’s website cannot be accessed, contact the Department’s Specifications Office Web Coordinator at (850) 414-4101.

7-1.2 Plant Quarantine Regulations. The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services have issued quarantine regulations pertaining to control of the nematodes of citrus, Rule 5B-44, Florida Administrative Code, and other plant pests. Contact the local (or other available) representatives of the Animal and Plant Health Inspection Service of the U.S. Department of Agriculture, and the Division of Plant Industry of the Florida Department of Agriculture and Consumer Services to ascertain all current restrictions regarding plant pests that are imposed by these agencies. Keep advised of current quarantine boundary lines throughout the construction period.
These restrictions may affect operations in connection with such items as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, and other items which might involve the movement of materials containing plant pests across quarantine lines.

Obtain quarantine regulations and related information from the following:

- Animal and Plant Health Inspection Service
  U.S. Department of Agriculture
  3031 Lake Alfred Road
  Winter Haven, Florida 33881

- Director, Division of Plant Industry
  Florida Department of Agriculture and Consumer Services
  Post Office Box 147100
  Gainesville, Florida 32614-7100

### 7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds

Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the CPM upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the CPM’s permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 6C-52 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

### 7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations

The Federal Endangered Species Act requires that the COUNTY investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the COUNTY’s investigation determines that there is a potential impact to a protected, threatened or an endangered species, the COUNTY will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed on the plans or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species may unexpectedly be found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/endangeredwildlife
guidelines.pdf

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.
Prior to establishing any off-project activity in conjunction with a project, notify the CPM of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Provide this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the CPM to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the CPM. In the event the COUNTY’s investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the CPM in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.5 Occupational Safety and Health Requirements. Take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the DBT and the COUNTY, until the DBT has completed the work required under the Contract as provided in 5-10 and 5-11.

Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

7-1.6 Discovery of an Unmarked Human Burial. When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify the CPM. Do not resume activity until specifically authorized by the CPM.

7-2 Permits and Licenses.

7-2.1 General. Except for permits procured by the COUNTY, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Take responsibility to obtain this information and comply with all requirements posted on this web site up through five calendar days before the opening of bids.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.
7-3 **Patented Devices, Materials and Processes.** Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with the CPM. However, whether or not such agreement is made or filed as noted, the DBT and the surety in all cases shall indemnify, defend, and save harmless, the COUNTY from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the COUNTY for all costs, expenses, and damages that it may be obliged to pay by reason of any such infringement, at any time during the prosecution or after the completion of the work.

7-4 **Right-of-Way Furnished by the Department and the COUNTY.** Except as otherwise stipulated in the Contract documents, the Department and COUNTY will furnish all rights-of-way necessary for the proper completion of the work at no expense to the DBT.

7-4.1 **Right-of-Way Furnished by the Department and the COUNTY.** Should Department and COUNTY furnished areas for obtaining borrow material, contain limerock material; do not remove such material from the pit unless the CPM gives specific approval.

7-5 **Restoration of Surfaces Opened by Permit.** Upon the presentation of a duly authorized and satisfactory permit that provides that all necessary repair work will be paid for by the party holding such permit, the CPM may authorize the DBT to allow parties bearing such permits to make openings in the highway. Upon the CPM’s written order, perform, in an acceptable manner, all necessary repairs due to such openings, and such necessary work that the CPM orders, subject to the same conditions as the original work performed. The COUNTY will pay the DBT for such work either under applicable Contract items or in accordance with 4-3 when Contract items are not applicable.

7-6 **Sanitary Provisions.** The DBT shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

7-7 **Control of the Contractor’s Equipment.**

7-7.1 **Traffic Interference.** Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic. The DBT’s equipment on Department and COUNTY right-of-way shall clearly and legibly identify the DBT.

7-7.2 **Overloaded Equipment.** Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the Department or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7-7.3. This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The DBT may overload roads and bridges, which are to be demolished after they are permanently closed to the public. The DBT is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.
7-7.3 Crossings. Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the project; obtain permits from the COUNTY, for crossing overloaded or oversized equipment. Cross existing roads or streets only at CPM designated points. The CPM may require the DBT to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

7-7.4 Protection from Damage by Tractor-Type Equipment. Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the COUNTY and subject to the CPM’s approval.

7-7.5 Contractor’s Equipment on Bridge Structures. The DBT Specialty Engineer shall analyze the effect of imposed loads on bridge structures, within the limits of a construction Contract, resulting from the following operations:

(1) Overloaded Equipment as defined in 7-7.2:
   a. Operating on or crossing over completed bridge structures.
   b. Operating on or crossing over partially completed bridge structures.

(2) Equipment within legal load limits:
   a. Operating on or crossing over partially completed bridge structures.

(3) Construction cranes:
   a. Operating on completed bridge structures.
   b. Operating on partially completed bridge structures.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The DBT Specialty Engineer shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure’s design load capacity.

Submit to the COUNTY for approval eight copies of design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Specialty Engineer shall sign and seal one set of the eight copies of the drawings and the cover sheet of one of the eight copies of the calculations for the COUNTY’s Record Set.

7-7.6 Posting of the Legal Gross Vehicular Weight. Display the maximum legal gross weight, as specified in the Florida Uniform Traffic Code, in a permanent manner on each side of any dump truck or dump type tractor-trailer unit hauling embankment material, construction
aggregates, road base material, or hot bituminous mixture to the project over any public road or street. Display the weight in a location clearly visible to the scale operator, in numbers that contrast in color with the background and that are readily visible and readable from a distance of 50 feet.

7-10 Forest Protection.

7-10.1 Compliance with State and Federal Regulations. In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.

7-10.2 Prevention and Suppression of Forest Fires. Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

7-11 Preservation of Property.

7-11.1 General. Preserve from damage all property, which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not specified in the Contract Documents. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by the DBT), etc., Whenever the DBT's activities damage or injure such property, immediately restore it to a condition similar or equal to that existing before such damage occurred, at no expense to the COUNTY.

Protect existing bridges during the entire construction period from damage caused by the construction operations or equipment. The COUNTY will not require the DBT to provide routine repairs or maintenance for such structures. However, immediately repair, at no expense to the COUNTY, all damage occasioned by the construction operations. In the event that the Contractor's construction operations result in damage to a bridge requiring repairs, the Contractor shall make such repairs with any equipment, materials, or labor at the DBT's disposal prior to continuing Contract work.

Direct special attention to the protection of all geodetic monuments, horizontal or vertical, located within the limits of construction.

7-11.2 Failure to Restore Damaged Property. In case of failure on the part of the DBT to restore such property, bridge, road or street, or to make good such damage or injury, the CPM may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the COUNTY will deduct the cost thereof from any
monies due or which may become due the DBT under the Contract. Nothing in this clause prevents the DBT from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, that is made necessary by alteration of grade or alignment. The CA will authorize such work, provided that the DBT, or his employees or agents, have not, through their own fault, damaged such property.

7-11.3 DBT’s Use of Streets and Roads:

7-11.3.1 On Systems Other than the State Highway System. When hauling materials or equipment to the project over roads and bridges on the State park road system, county road system, or city street system, and such use causes damage, immediately, at no expense to the COUNTY, repair such road or bridge to as good a condition as before the hauling began.

The COUNTY may modify the above requirement in accordance with any agreement the DBT might make with the governmental unit having jurisdiction over a particular road or bridge, provided that the DBT submits written evidence of such agreement to the CPM, PMO, and CA.

7-11.3.2 On the State Highway System. The DBT is responsible for the repair of any damage that hauling materials to the site causes to roads outside the limits of the project, that are either on the State highway system (roads under the jurisdiction of the Department) or specifically designated in the Contract Documents as haul roads from Department-furnished material pits, except in the event damage is due to failure to comply with 7-7.2. The DBT is responsible for all damages to any road or bridge caused by the DBT’s failure to comply with 7-7.2.

7-11.3.3 Within the Limits of a Construction Project. The COUNTY will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement. Do not operate hauling units or equipment loaded in excess of the maximum weights specified in 7-7.2 on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. The CPM may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the project, and for crossings as specified in 7-7.3.

7-11.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail. Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CPM due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CPM.

If the COUNTY determines that damage to such existing installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the DBT, the COUNTY will, with the exception of any damage resulting from vandalism, compensate the DBT for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the COUNTY.
Payment for repairs will be in accordance with 4-3.4.

7-11.5 Operations Within Railroad Right-of-Way.

7-11.5.1 Notification to the Railroad Company. Notify the superintendent of the railroad company, as shown on the plans, and the CPM at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

7-11.5.2 Contractor's Responsibilities. Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad’s property and operations. The DBT is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the DBT’s operations within or adjacent to railroad company right-of-way.

7-11.5.3 Watchman or Flagging Services. The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The COUNTY will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

7-15 Opening Sections of Highway to Traffic. Whenever any bridge or section of roadway is acceptable condition for travel, the CPM may direct the DBT to open it to traffic. The COUNTY’s direction to open a bridge or roadway does not constitute an acceptance of the bridge or roadway, or any part thereof, or waive any Contract provisions. Perform all necessary repairs or renewals, on any section of the roadway or bridge thus opened to traffic under instructions from the CPM, due to defective material or work or to any cause other than ordinary wear and tear, pending completion and the CA’s acceptance of the roadway or bridge, or other work, at no expense to the COUNTY.

7-20 Regulations of Air Pollution from Asphalt Plants.

7-20.1 General. Perform all work in accordance with all Federal, State, and local laws and regulations regarding air pollution and burning. In particular, pay attention to Chapters 17-2 and 17-5 of the Rules and Regulations of the Department of Environmental Protection, and to any part of the State Implementation Plan applicable to the project.

7-20.2 Dust Control. Ensure that excessive dust is not transported beyond the limits of construction in populated areas. The DBT may control dust for embankments or other cleared or unsurfaced areas by applying water or calcium chloride, as directed by the CPM. Install mulch, seed, sod, or temporary paving as early as practical. Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by the CPM.

7-20.3 Asphalt Material. Use only emulsified asphalt, unless otherwise stated in the plans and allowed by Chapter 17-2 of the Rules and Regulations of the Department of Environmental Protection. Store and handle asphalt materials and components so as to minimize unnecessary release of hydrocarbon vapors.
7-20.4 **Asphalt Plants.** Operate and maintain asphalt plants in accordance with Chapter 17-2 of the Rules and Regulations of the Department of Environmental Protection. Provide the plant site with a valid permit as required under Chapter 17-2 prior to start of work.

7-21 **Dredging and Filling.** Section 370.033 of the Florida Statutes, requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate logs and records of all such activities for the protection and conservation of the natural resources. Obtain details as to the application of this law from the Department of Environmental Protection.

7-23 **Contractor’s Motor Vehicle Registration.** The DBT shall provide the COUNTY with proof that all motor vehicles operated or caused to be operated by such DBT is registered in compliance with Chapter 320 of the Florida Statutes. Submit such proof of registration in the form of a notarized affidavit to the COUNTY. The COUNTY will not make payment to the DBT until the required proof of registration is on file with the COUNTY.

If the DBT fails to register any motor vehicle that he operates in Florida, pursuant to Chapter 320 of the Florida Statutes, the COUNTY may disqualify the DBT or the COUNTY may suspend and revoke the DBT’s certificates of qualification.

### SECTION 8
PROSECUTION AND PROGRESS

8-4 **Limitations of Operations.**

8-4.1 **Night Work.** During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the CPM.

Submit a lighting plan at the Preconstruction Conference for review and acceptance by the CPM. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the CPM’s acceptance of the lighting plan.

During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.

Include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

8-4.2 **Sequence of Operations.** Do not open up work to the prejudice of work already started. The CPM may require the DBT to finish a section on which work is in progress before starting
work on any additional section.

**8-4.3 Interference with Traffic.** At all times conduct the work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park all private vehicles outside the clear zone. Place materials stored along the roadway so as to cause no obstruction to the traveling public as possible.

Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.

**8-4.4 Coordination with other Contractors.** Sequence the work and dispose of materials so as not to interfere with the operations of other Contractors engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other Contractors; all as may be directed by the CPM. Each Contractor is responsible for any damage done by him or his agents to the work performed by another Contractor.

**8-4.5 Drainage.** Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Do not obstruct existing functioning storm sewers, gutters, ditches, and other run-off facilities.

**8-4.6 Fire Hydrants.** Keep fire hydrants on or adjacent to the highway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire hydrant.

**8-4.7 Protection of Structures.** Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.

**8-4.8 Fencing.** Erect permanent fence as a first order of business on all projects that include fencing where the CPM determines that the fencing is necessary to maintain the security of livestock and other animals on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property. Secure the right-of-way on Limited Access Facilities at all times by a fence, either temporary or permanent, that meets the height of the existing fence or the height required in the Contract.

**8-4.9 Contaminated Materials.** When the construction operations encounter or expose any abnormal condition that may indicate the presence of a contaminated material, discontinue such operations in the vicinity of the abnormal condition and notify the CPM immediately. Be alert for the presence of tanks or barrels; discolored or stained earth, metal, wood, ground water; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of contaminated materials. Treat these conditions with extraordinary caution.

Make every effort to minimize the spread of any contaminated materials into uncontaminated areas.
Do not resume the construction operations in the vicinity of the abnormal conditions until so directed by the CPM.

Dispose of the contaminated material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where the DBT performs work necessary to dispose of contaminated material, and the Contract does not include pay items for disposal, the COUNTY will pay for this work.

Such indemnification agreements are not valid for damages resulting from the DBT’s willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.

8-5 Qualifications of DBT’s Personnel. Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the CPM may take action as prescribed below.

Whenever the CPM determines that any person employed by the DBT is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the CPM will provide written notice and the DBT shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the CA. If the DBT fails to remove such person or persons, the CA may withhold all estimates that are or may become due, or suspend the work until the DBT complies with such orders. Protect, defend, indemnify, and hold the COUNTY, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-6 Temporary Suspension of Contractor’s Operations.

8-6.1 Authority to Suspend Contractor’s Operations. The CA has the authority to suspend the DBT’s operations, wholly or in part. The CPM will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of DBT’s operations. The COUNTY may grant an extension of Contract time in accordance with the Agreement when determined appropriate in the COUNTY’s sole judgment.

END OF DIVISION 1 SUPPLEMENT #3
APPENDIX A

DBT’s Request for Substantial Completion Inspection

To:  
(Project CPM)

Project No:

Project Title:

Facility Name:

<table>
<thead>
<tr>
<th>Request No.</th>
<th>Date:</th>
</tr>
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<tbody>
<tr>
<td>Full Project</td>
<td>Designated Portion (Attach Description)</td>
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</tbody>
</table>

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

1. The above named project or designated portion thereof will be substantially complete in accordance with the contract requirements and ready (excluding the attached list of deficiencies) for inspection on:

   ____________________________

2. The Date of Substantial Completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

   ____________________________

3. I understand that I am to continue with builder’s risk insurance coverage required by the Contract until the Date of Substantial Completion is agreed upon by the parties to the Contract. Additionally, I understand that I am to continue with liability coverage and maintenance required by the Contract until the Owner’s Final Acceptance of the Work.

4. I have assembled and attached complete sets of Operations and Maintenance Manuals and other required closeout documents along with my DBT’s List of Deficiencies that will not preclude Substantial Completion. I have also attached my Time Extension Request for any delays related to this portion of the Work.

Submitted By:

Company Name &
Address:

Phone:

Distribution

Project Consultant
CPM
DBT’s Surety

Attachments:

DBT’s List of Deficiencies
Applicable Closeout Documents
Time Extension Request (if applicable)

Notice to DBT
Submit this form at least 10 calendar days prior to the requested inspection date to allow scheduling of the inspection.

Neither the determination by the CPM that the Work is substantially complete, nor the acceptance thereof by the COUNTY, shall preclude subsequent claims against the COUNTY pursuant to portions of the Work not meeting the requirements of the Contract or for the Contract’s provisions for the DBT’s warranty of the Work.
APPENDIX B

CPM’s Notification of Readiness for Substantial Completion Inspection

Instructions for CPM’s Use: Provide this completed letter to notify the Owner that the Work, or a designated portion thereof, is ready for the Owner’s Substantial Completion Inspection.

To:  
(CA)  
Project No:  
Project Title:  
Facility Name:  
DBT:  

<table>
<thead>
<tr>
<th>DBT’s Request No.:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Full Project</td>
<td></td>
</tr>
<tr>
<td>□ Designated Portion (Attach Description)</td>
<td></td>
</tr>
</tbody>
</table>

I have completed a preliminary site visit as a result of the DBT’s Request for Substantial Completion Inspection and have found that:

☐ The work, or designated portion thereof, will be ready to receive a Substantial Completion Inspection as requested by the DBT on:

                                                             ,

☑ The work, or designated portion thereof, is not ready to receive a Substantial Completion Inspection. A listing of items which preclude Substantial Completion is attached to this letter.

Submitted By:  
(CPM)  
Company Name & Address:  
Phone:  

Signature

Title

Distribution
  Director, Airport Expansion Program
  Project Manager
  Consultant
  Project File

Attachments:
  DBT’s List of Deficiencies
APPENDIX C

Substantial Completion Inspection

Project No: 
Project Title: 
Facility Name: 
DBT: 

<table>
<thead>
<tr>
<th>Inspection Date:</th>
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</thead>
<tbody>
<tr>
<td>Full Project</td>
</tr>
<tr>
<td>Designated Portion (Attach Description)</td>
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<table>
<thead>
<tr>
<th>Representation:</th>
<th>Phone:</th>
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<tbody>
<tr>
<td>DBT:</td>
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<tr>
<td>CPM:</td>
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<td>BCAD:</td>
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<tr>
<td>Consultant:</td>
<td></td>
</tr>
<tr>
<td>Others:</td>
<td></td>
</tr>
</tbody>
</table>

The attached pages 2 through list “punch items” noted as a result of the Substantial Completion Inspection, completed by the persons listed above.

☐ The punch list items are of a nature that will allow beneficial occupancy of the premises and are issued as a final punch list. If any item on the preliminary punch list is inaccurate, notify the BCAD’s Project Manager immediately. These punch list items shall be corrected on or before the mutually agreed date of: _____.

☐ The punch list items are of a nature that preclude beneficial occupancy of the premises by the County and Substantial Completion is denied at this time. Items on the attached page 2 must be completed prior to requesting a re-inspection.

Remarks:

Recommended By:  
(Consultant) 
Signature  Title  
(Firm Name) 

Approved By:  
Signature  Title  
Broward County Aviation Department 

Accepted By:  
(CPM) 
Signature  Title  
(Firm Name) 

Distribution  DBT, Consultant, Project Manager, PMO, Director (AEP)
APPENDIX D

Substantial Completion Inspection - Punchlist

Project No:
Project Title:
Facility Name:
DBT:

<table>
<thead>
<tr>
<th>Inspection Date:</th>
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<tbody>
<tr>
<td>[ ] Full Project</td>
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<tr>
<td>[ ] Designated Portion (Attach Description)</td>
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Preliminary Punch List

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<tr>
<th>No.</th>
<th>Room No.</th>
<th>Item</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
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Final (Edited) Punch List

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</table>
APPENDIX E
Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT: (name, address)

CPM:

BID/CONTRACT NUMBER:

TO (COUNTY):

DBT:

CONTRACT FOR:

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 DBT under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is recommended as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

A list of items to be completed or corrected, prepared by CPM approved by CA is attached hereto. The failure to include any items on such list does not alter the responsibility of DBT to complete all work in accordance with the Contract Documents.

CPM FIRM ____________________________ BY ____________________________ DATE ____________
In accordance with the Contract, DBT will complete or correct the work on the list of items
attached hereto within ________________ from the above Date of Substantial Completion.

COUNTY, through the Contract Administrator, has determined the Work or portion thereof
designated by COUNTY is substantially complete and will assume full possession thereof at
_______________ (time) on ________________ (date).

The responsibilities of COUNTY and DBT for security, maintenance, heat, utilities, damage to
the work and insurance shall be as follows:
### EXHIBIT D: SCHEDULE OF VALUES

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Unit</th>
<th>Amount</th>
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<tr>
<td><strong>I. Bonds &amp; Insurance:</strong></td>
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</tr>
<tr>
<td>A. Payment Bond</td>
<td>Lump Sum</td>
<td>$1,550,000.00</td>
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<tr>
<td>B. Performance Bond</td>
<td>Lump Sum</td>
<td>$650,000.00</td>
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<tr>
<td>C. Five Year Warranty Bond (R/W &amp; T/W Structures)</td>
<td>Lump Sum</td>
<td>$450,000.00</td>
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<tr>
<td>D. Insurance (non-OCIP insurance)</td>
<td>Lump Sum</td>
<td>$78,000.00</td>
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<tr>
<td><strong>II. General Conditions</strong></td>
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<tr>
<td><strong>III. Mobilization</strong></td>
<td></td>
<td>$13,700,000.00</td>
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<tr>
<td><strong>IV. Maintenance of Traffic (MOT)</strong></td>
<td></td>
<td>$2,292,691.00</td>
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<tr>
<td><strong>V. Permits (Agreement Article 11)</strong></td>
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<td>$28,000.00</td>
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<tr>
<td>A. Geotechnical &amp; Surveys</td>
<td>Lump Sum</td>
<td>$1,324,400.00</td>
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<td>B. Roadways including Ramps, Drainage, Utility Relocations, Lighting, Marking, Signalization, &amp; Braided Ramp Structure</td>
<td>Lump Sum</td>
<td>$4,480,000.00</td>
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<tr>
<td>C. Structures Over Perimeter Road, FEC RR and U.S. 1 including Drainage, Approach Slabs, Airfield Electrical Infrastructure, Embankments, and MSE Walls &amp; Special Backfill</td>
<td>Lump Sum</td>
<td>$4,480,000.00</td>
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<tr>
<td>D. Utility Building, MEP including Life Safety, ITS, and All Monitoring Equipment</td>
<td>Lump Sum</td>
<td>$1,120,000.00</td>
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<td>E. Construction Administration Services including Close-Out &amp; Record Drawings</td>
<td>Lump Sum</td>
<td>$1,120,000.00</td>
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<td>A. Utility Relocations</td>
<td>Lump Sum</td>
<td>$3,010,881.00</td>
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<td>B. U.S. 1 Roadway, Airport Entrance Roadway &amp; Airport Exit Roadway</td>
<td>Lump Sum</td>
<td>$14,959,165.00</td>
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<td>D. 10th Street Extension</td>
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<td>$4,319,646.00</td>
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<td>E. Perimeter Road</td>
<td>Lump Sum</td>
<td>$1,008,508.00</td>
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<td>F. Braided Ramp Structure including Approach Slabs</td>
<td>Lump Sum</td>
<td>$2,039,322.00</td>
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<tr>
<td>1. Drainage</td>
<td>Lump Sum</td>
<td>$700,000.00</td>
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<td>2. Foundations Including Piling</td>
<td>Lump Sum</td>
<td>$12,926,271.00</td>
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<td>3. Substructure</td>
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<td>$15,080,223.00</td>
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<td>4. Superstructure</td>
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<td>5. Deck including Appurtenances</td>
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<td>6. Approach Slabs including Embankment</td>
<td>Lump Sum</td>
<td>$1,080,000.00</td>
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<td>7. MSE Walls, including Special Backfill</td>
<td>Lump Sum</td>
<td>$13,494,252.00</td>
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<td>8. Utility Building, MEP including Life Safety, ITS, and All Monitoring Equipment</td>
<td>Lump Sum</td>
<td>$6,500,000.00</td>
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<td>9. East Embankment Wedge</td>
<td>Lump Sum</td>
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<td>10. West Embankment Wedge</td>
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<td>$3,140,205.00</td>
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**TOTAL LUMP SUM AGREEMENT AMOUNT**

$176,388,000.00
EXHIBIT E: DAVIS BACON WAGE RATES

GENERAL DECISION: FL20100249 01/21/2011 FL249

Date: January 21, 2011
General Decision Number: FL20100249 01/21/2011

Superseded General Decision Number: FL20080249

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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* ELEC0728-006 09/01/2010

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ENGI0487-014 01/01/2010

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<tr>
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<td>$ 28.46 8.60</td>
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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
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<tr>
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<td>$27.57</td>
<td>Boom Truck</td>
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<td>$25.05</td>
<td>OPERATOR: Drill</td>
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<tr>
<td>$22.24</td>
<td>OPERATOR: Oiler</td>
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<td>$26.70</td>
<td>IRONWORKER, STRUCTURAL</td>
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<td>$14.50</td>
<td>LABORER: Grade Checker</td>
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<td>$16.00</td>
<td>PAINTER: Brush, Roller and Spray</td>
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<td>LABORER: Landscape</td>
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<td>LABORER: Pipelayer</td>
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<td>$10.63</td>
<td>LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)</td>
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<td>$11.59</td>
<td>OPERATOR: Asphalt Paver</td>
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<td>$16.10</td>
<td>OPERATOR: Backhoe Loader Combo</td>
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<td>2.44</td>
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EXHIBIT E: DAVIS BACON WAGE RATES (continued)

OPERATOR: Backhoe/Excavator...$ 18.77 1.87
OPERATOR: Bulldozer.........$ 14.95 0.81
OPERATOR: Grader/Blade.....$ 16.00 2.84
OPERATOR: Loader..........$ 14.00 2.42
OPERATOR: Mechanic.........$ 14.32 0.00
OPERATOR: Roller............$ 10.95 0.00
OPERATOR: Scraper..........$ 11.00 1.74
OPERATOR: Trackhoe........$ 20.92 5.50
OPERATOR: Tractor..........$ 10.54 0.00
TRUCK DRIVER: Lowboy Truck...$ 12.73 0.00
TRUCK DRIVER: Off the Road
Truck..........................$ 12.21 1.97
TRUCK DRIVER: Dump Truck....$  9.60 0.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on
     a wage determination matter
   * a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION
EXHIBIT F: OCIP SAFETY AND LOSS PREVENTION MANUAL

EXHIBIT G: OCIP INSURANCE MANUAL

### EXHIBIT H: KEY/CORE STAFF

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<tr>
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<th>FIRM</th>
<th>POSITION</th>
<th>DESIGN</th>
<th>CONSTRUCTION</th>
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<td>TUTOR PERINI CORP.</td>
<td>PROJECT EXECUTIVE</td>
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<tr>
<td>DAVID SALIBA</td>
<td>TUTOR PERINI CORP.</td>
<td>CIVIL SUPERINTENDENT</td>
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<td>DALE SMITH</td>
<td>TUTOR PERINI CORP.</td>
<td>D/B PROJECT MANAGER</td>
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<td>DAMON PETRILLO, PE</td>
<td>TUTOR PERINI CORP.</td>
<td>DEPUTY D/B PROJECT MANAGER</td>
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<td>JEFF JONES, PE</td>
<td>BAKER CONCRETE CONST, INC.</td>
<td>MOT SUPERINTENDENT</td>
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<td>PAUL ED PAYNE</td>
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<td>STRUCTURES SUPERINTENDENT</td>
<td>KEY</td>
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<td>RICK TARRIO</td>
<td>BAKER CONCRETE CONST, INC.</td>
<td>QA/QC MANAGER</td>
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<td>MIKE HERNANDEZ, PE</td>
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<td>CONSTRUCTION MANAGER</td>
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<td>GRANT JOHNSON</td>
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<td>SAFETY MANAGER</td>
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<td>JOSE CABALLERO</td>
<td>BAKER CONCRETE CONST, INC.</td>
<td>ENGINEERING COORDINATOR</td>
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<td>ERIN BROWNING</td>
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<td>SCOTT DEAN, PE</td>
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<td>LEAD DESIGN ENGINEER</td>
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<td>WILLIAM HESS, PE</td>
<td>HNTB</td>
<td>LEAD STRUCTURAL ENGINEER</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>JIM ERIKSEN, PE</td>
<td>HNTB</td>
<td>LEAD ROADWAY ENGINEER</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>FRANCISCO MORENO</td>
<td>HNTB</td>
<td>LEAD MEP/LIFE SAFETY ENGINEER</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>PEDRO GORDO, AIA</td>
<td>HNTB</td>
<td>LEAD ARCHITECT</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>MARCO ROSIGNOLI, DR, ING., PE</td>
<td>HNTB</td>
<td>LEAD DESIGN QUALITY MANAGER</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>LARRY PRESCOTT, JR, PE</td>
<td>HNTB</td>
<td>LEAD QC ENGINEER STRUCTURES</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>GIL PORTELA, PE</td>
<td>HNTB</td>
<td>LEAD QC ENGINEER ROADWAY</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>SEAN CASSADY, PE</td>
<td>HNTB</td>
<td>LEAD QC ENGINEER SYSTEMS</td>
<td>KEY</td>
<td></td>
</tr>
<tr>
<td>EUGENIO BONET</td>
<td>HNTB</td>
<td>PROJECT CONTROLS</td>
<td>CORE</td>
<td></td>
</tr>
<tr>
<td>WILLIAM STUENKEL</td>
<td>HNTB</td>
<td>AVIATION OPERATIONS COORDINATOR</td>
<td>CORE</td>
<td></td>
</tr>
<tr>
<td>ISMAT HASSOUN, PE</td>
<td>HNTB</td>
<td>UTILITIES</td>
<td>CORE</td>
<td></td>
</tr>
<tr>
<td>DAVID SPANGLER, PE</td>
<td>HNTB</td>
<td>GEOTECHNICAL</td>
<td>CORE</td>
<td></td>
</tr>
</tbody>
</table>

**Key** - Employees will not be changed, removed or replaced without prior written approval of Contract Administrator.

**Core** – Employees may be substituted with proper documentation of qualifications of substituted employees.
### EXHIBIT I: LIST OF SUBCONSULTANTS/SUBCONTRACTORS

<table>
<thead>
<tr>
<th>No.</th>
<th>Firm Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ALLIED ENGINEERING &amp; TESTING INC</td>
<td>CONSTRUCTION QUALITY CONTROL</td>
</tr>
<tr>
<td>2</td>
<td>CONTEX CONSTRUCTION COMPANY INC</td>
<td>COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION</td>
</tr>
<tr>
<td>3</td>
<td>OCEANTIDE CONSTRUCTION LLC INC</td>
<td>INSTALLING REINFORCING STEEL AND POST TENSIONING CABLE</td>
</tr>
<tr>
<td>4</td>
<td>SOLID CONSTRUCTION</td>
<td>FRAMING, CONCRETE REPAIRS, PLASTERING</td>
</tr>
<tr>
<td>5</td>
<td>PREMIER DESIGN SOLUTIONS, INC.</td>
<td>DESIGN CONSULTANT-UTILITIES</td>
</tr>
<tr>
<td>6</td>
<td>IDA CONSULTING ENGINEERS, INC.</td>
<td>DESIGN CONSULTANT-PEER REVIEW</td>
</tr>
<tr>
<td>7</td>
<td>NETWORK ENGINEERING SERVICES, INC. DBA BOLTON PEREZ &amp; ASSOCIATES</td>
<td>DESIGN CONSULTANT-BRAIDED RAMPS</td>
</tr>
<tr>
<td>8</td>
<td>CYRIACKS ENVIRONMENTAL CONSULTING SERVICES, INC. DBA CECOS, INC.</td>
<td>DESIGN CONSULTANT-ENVIRONMENTAL</td>
</tr>
<tr>
<td>9</td>
<td>SORREL ENTERPRISES, INC.</td>
<td>FURNISH EMBANKMENT MATERIALS</td>
</tr>
<tr>
<td>10</td>
<td>HNTB</td>
<td>LEAD ENGINEERING FIRM</td>
</tr>
</tbody>
</table>
**EXHIBIT J: SCHEDULE OF DBE PARTICIPATION**

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Type of Work To Be Performed</th>
<th>Expired or Contracted in</th>
<th>Phone</th>
<th>U.S. 1/FEC Structures Design-Build Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Design Solutions, Inc.</td>
<td>Design - Utilities</td>
<td>09/04/2012</td>
<td>(954) 257-2850</td>
<td>0.02 %</td>
</tr>
<tr>
<td>3D Consulting Engineers, Inc.</td>
<td>Design - Peer Review</td>
<td>04/2012</td>
<td>(407) 540-3410</td>
<td>0.04 %</td>
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<tr>
<td>Reliable Engineering Service, Inc.</td>
<td>Design - Bridge Ramps</td>
<td>06/11/2012</td>
<td>(305) 322-1190</td>
<td>0.02 %</td>
</tr>
<tr>
<td>Coral Environmental Consulting Services, Inc.</td>
<td>Design - Environmental</td>
<td>04/16/2012</td>
<td>(954) 571-2026</td>
<td>0.02 %</td>
</tr>
<tr>
<td>Surel Enterprises, Inc.</td>
<td>Furnish Equipment Materials</td>
<td>10/21/2011</td>
<td>(305) 265-6600</td>
<td>0.03 %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Contract Amount or Percentage</th>
<th>Total DBE Participation</th>
<th>Total DBE Participation Amount</th>
<th>Continued on next page</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.02%</td>
<td>0.04%</td>
<td>0.37%</td>
<td>0.28%</td>
</tr>
<tr>
<td>0.02%</td>
<td>0.04%</td>
<td>0.37%</td>
<td>0.28%</td>
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<tr>
<td>0.03%</td>
<td>0.05%</td>
<td>0.37%</td>
<td>0.28%</td>
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<tr>
<td>0.03%</td>
<td>0.05%</td>
<td>0.37%</td>
<td>0.28%</td>
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<td>0.03%</td>
<td>0.05%</td>
<td>0.37%</td>
<td>0.28%</td>
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</tbody>
</table>

*This document must be provided with the submittal and signed by the person signing the submittal.*

*Signature*

*July 28, 2011*

*Vice President*

*Certified Copy from Design-Bid-Contract*
<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Address</th>
<th>Expiration of Certification</th>
<th>Sub-Contract Amount or Percentage</th>
<th>Type of Work to Be Performed</th>
<th>Total DBE Participation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Contraction Co., Inc.</td>
<td>8201 Pelican Road, #1000, Pembroke Pines, FL 33024</td>
<td>08/09/2012</td>
<td>7.71%</td>
<td>Furnish and Install Painting</td>
<td>7.71%</td>
</tr>
<tr>
<td>Osborne Construction, LLC</td>
<td>10000 NW 18th Way, Medley, FL 33178</td>
<td>08/13/2012</td>
<td>3.12%</td>
<td>Furnish and Install Sheetrock</td>
<td>3.12%</td>
</tr>
<tr>
<td>S. G. Engineering &amp; Testing, Inc.</td>
<td>5550 NW 16th St., Fort Lauderdale, FL 33311</td>
<td>03/22/2012</td>
<td>23.07%</td>
<td>Construction Quality Control</td>
<td>23.07%</td>
</tr>
</tbody>
</table>

The above information is true to the best of my knowledge.

Signature: [Name]
Date: July 29, 2011

This document must be provided with the submitted and signed by the person signing the submittal.

U.S. 1/FEC Structures Design-Build Agreement

323
# MONTHLY DBE UTILIZATION REPORT

Report No. ________

<table>
<thead>
<tr>
<th>CONTRACT #:</th>
<th>CONTRACT AMOUNT:</th>
<th>DATE FORM SUBMITTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION:</td>
<td>PROJECT COMPLETION DATE:</td>
<td></td>
</tr>
<tr>
<td>DBT:</td>
<td>PERIOD ENDING:</td>
<td>AMT. PAID TO DBT:</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>TELEPHONE #: ( )</td>
<td>FAX #: ( )</td>
</tr>
</tbody>
</table>

## SUBCONTRACTING INFORMATION

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

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

Total Amount Paid to DBE Firms

|                         |         |                     |                       |                     |                             |                         |                     |        |               |

Black American – B  Hispanic American – H  Asian American – A  Native American – NA  Non-Minority Women - W

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.

OESBD Compliance Form DBEMUR F2010
FORM C: CERTIFICATE OF PAYMENTS TO SUBCONTRACTORS

DESIGN-BUILD AGREEMENT NO. N0840412P1

Project Title: U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

The undersigned DBT hereby swears under penalty of perjury that:

1. DBT has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Sections 5.13 and 5.14 of the Agreement, except as provided in paragraph 2 below.

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>
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<tr>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

Dated _____________, 20___

DBT: Tutor Perini Fort Lauderdale-Hollywood Venture

By ________________________________
(Signature)

By ________________________________
(Name and Title)
FORM D: FINAL CERTIFICATE OF PAYMENT

PROJECT: U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

DESIGN-BUILD AGREEMENT NO. N0840412P1

TO (County): DBT: Tutor Perini Fort Lauderdale-Hollywood Venture

CONTRACT FOR: Design-Build Agreement for U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

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

DBT BY DATE

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

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By: Contract Administrator DATE
FORM E: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Agreement.]

FINAL RECEIPT FOR DESIGN-BUILD AGREEMENT NO. N0840412P1

Received this _____ day of __________________________, 20______, from Broward County, the sum of ___________________ Dollars ($______ ______) as full and final payment to DBT for all work and materials for the Project described as:

U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

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

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

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

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

DBT Tutor Perini Fort Lauderdale-Hollywood Venture - Tutor Perini Corporation

ATTEST: ______________________________________

(Name)

__________________________
Secretary

By__________________________

Title

(CORPORATE SEAL) Date: ________________________
FORM E: FORM OF FINAL RECEIPT (continued)

FORM OF FINAL RECEIPT

Baker Concrete Construction, Inc.

WITNESSES:

________________________________________
(Name)

____________________________
By____________________________

____________________________

Date: ________________________
FORM F: PERFORMANCE BOND

BY THIS BOND, We ________________________________, as Principal, hereinafter called DBT, 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 DBT and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, DBT 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 DBT:

1) Performs the Contract between DBT 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 DBT under the Contract; and

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

Whenever DBT shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations there under, the Surety may promptly remedy the default, or shall promptly:
FORM F: PERFORMANCE BOND (continued)

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

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_____.

U.S. 1/FEC Structures Design-Build Agreement 331
FORM F: PERFORMANCE BOND (continued)

WITNESSES:

__________________________
(Name of Corporation)

__________________________
(Signature and Title)

__________________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

__________________________
(INSURANCE COMPANY):

__________________________
Agent and Attorney-in-Fact

__________________________
Address: _______________________
(Street)

__________________________
(City/State/Zip Code)

Telephone No.: ________________
FORM G: PAYMENT BOND

BY THIS BOND, We ____________________________, as Principal, hereinafter called DBT, 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 DBT and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, DBT 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 DBT:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney’s fees including appellate proceedings, that COUNTY sustains because of default by DBT under the Contract; and

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

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

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

b) A claimant who is not in privity with DBT and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to DBT and to the Surety, written notice 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 DBT or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) 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____.
FORM G: PAYMENT BOND (continued)

ATTEST: ____________________________

________________________________
(Name of Corporation)

Secretary

By________________________________
(Signature and Title)

(CORPORATE SEAL)

________________________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF: IN THE PRESENCE OF:

________________________________
________________________________
________________________________
________________________________

INSURANCE COMPANY:

By________________________________
Agent and Attorney-in-Fact

Address:

________________________________
(Street)

________________________________
(City/State/Zip Code)

Telephone No.: ___________________
## FINAL DBE UTILIZATION REPORT

(To be submitted with the final invoice)

Report No. __________

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
<th>Project Completion Date</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Project Description</th>
<th>DBT</th>
<th>Period Ending</th>
<th>Amount Paid To Date</th>
<th>FAX #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### SUBCONTRACTING INFORMATION

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

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

Total Amount Paid to DBE Firms

|--------------------|-----------------------|--------------------|----------------------|-------------------------|

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

Signature

Title

Date

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.
FORM I: SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT

I, _____________ hereby consent to the terms in this Agreement in consideration of my being granted access to certain documents or materials containing Sensitive Security Information ("SSI") for Fort Lauderdale-Hollywood International Airport in Broward County, Florida ("Airport").

I understand and agree to the following terms and conditions:

1. SSI is part of the Airport security program, is exempt from Florida Sunshine and Public Records Laws pursuant to Sections 119.071 and 286.0113, Florida Statutes, and unauthorized disclosure of SSI could compromise the security of the Airport.

2. I must therefore handle SSI in accordance with the terms of this Agreement and all applicable federal and state laws, including but not limited to, 49 Code of Federal Regulations Parts 15 and 1520 and Section 119.071, Florida Statutes.

3. By being granted access to SSI, I am a covered person as defined in 49 Code of Federal Regulations Parts 15 and 1520, and therefore have an affirmative duty to protect SSI by: taking reasonable steps to safeguard SSI in my possession or control from unauthorized disclosure; disclosing or otherwise providing access to SSI only to covered persons who have a need to know, unless otherwise authorized in writing by the Transportation Security Administration ("TSA"), the Coast Guard, or the Secretary of the Department of Transportation ("DOT"); referring request by other persons for SSI to TSA or the applicable component or agency within DOT or Department of Homeland Security ("DHS"); properly marking and disposing of SSI as specified in 49 Code of Federal Regulations Parts 15 and 1520; properly marking records containing SSI that are not marked in compliance with 49 Code of Federal Regulations Parts 15 and 1520 and inform the sender of the record that the record contains SSI and should be properly marked; and promptly reporting unauthorized disclosure of SSI to the Airport and TSA or applicable DOT or DHS component or agency.

4. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my access to SSI for the Airport. Unauthorized release of SSI may result in civil penalty or other action.

5. Each provision of this Agreement is severable. If a court of competent jurisdiction should find any provision of this Agreement unenforceable, all other provisions shall remain in full force and effect.
FORM I: SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT (continued)

6. I understand that Broward County may seek any remedy available to it to enforce this Agreement, including but not limited to, application for a court order prohibiting disclosure of SSI in breach of this Agreement.

7. By granting me access to SSI, Broward County does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SSI to which I have been given access under the terms of this Agreement.

8. I shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by my negligence, recklessness or intentionally wrongful conduct as well as negligent, reckless or intentionally wrongful conduct of other persons employed or utilized by me in the performance of any and all Projects which require access to SSI as contemplated by this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, I shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. I make this Agreement in good faith and acknowledge that I will be bound by each and every term and provision contained herein, including but not limited to civil penalty or other action pursuant to federal and state law.

10. The undersigned has read this form, fully understands its terms, and signed said form freely, without any inducement or assurance of any nature, and the undersigned intends this Agreement to be a complete and unconditional release of any and all liability to the greatest extent allowed by law, voluntarily assuming all risk and liability for any damage or injury that may occur as a result of unauthorized disclosure in violation of this Agreement, inadvertent or otherwise, and hereby agrees to release, waive, discharge and hold harmless Broward County, its elected officials, officers, agents, and employees from any and all liability or claims that may be sustained as a direct or indirect result of unauthorized disclosure in violation of this Agreement.

11. This document shall be governed by the laws of the State of Florida and all applicable federal laws with venue in Broward County for the state courts and in the Southern District of Florida for Federal courts.
FORM I: SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT (continued)

Signed this _____ day of ________________, 20______.

COMPANY

__________________________   By ________________________
(Name and Title)               (Signature)

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.

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

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

(Name of officer taking acknowledgment)
typed, printed or stamped

______________________________

(Title or rank)

______________________________

(Serial number, if any)

My commission expires:

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<tr>
<th>BCAD OFFICE USE ONLY</th>
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<tr>
<td>Date Documents Provided: _____________________</td>
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<tr>
<td>Description of Documents: _____________________</td>
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<tr>
<td>BCAD Representative: _________________________</td>
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<td>Signature: ___________________ Date:____________</td>
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U.S. 1/FEC Structures Design-Build Agreement 339
FORM J: STATEMENT OF COMPLIANCE (DAVIS-BACON WAGE RATES)

Contract No. N0840412P1 Project Title: U.S. 1/FEC RR Structures for the Expansion of Runway 9R-27L at FLL

Project No.:

The undersigned DBT 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 and the applicable conditions of the Agreement.

Dated _____________, 20___, «Firm_Name_for_Contract_Merge» DBT

By________________________________________
(Signature)

By________________________________________
(Name and Title)

STATE OF ) ) SS.
COUNTY OF ) )

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)