contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 - PROSECUTION AND PROGRESS

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

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer-CPM.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

The Notice to Proceed shall be issued by the Owner.

The Contractor shall begin the work to be performed under the contract on the date set by the Owner in the written Notice to Proceed, but in any event, the Contractor shall provide written confirmation to the Owner, CPM and Engineer at least 48 hours in advance of the time actual construction operations will begin. There shall also be the possibility of multiple Notice to Proceeds given during the course of the project for either administrative or varying phases of the work.

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's and CPM's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional...
materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner, CPM and Engineer at least 48 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the 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—CPM) at least 48 hours one week prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer Owner and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; 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:

AOA
TIME PERIODS AOA CAN BE CLOSED
TYPE OF COMMUNICATIONS REQUIRED WHEN WORKING IN AN AOA
CONTROL AUTHORITY

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, CPM Engineer.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer-CPM may suspend the work by written notice until compliance with such orders.

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

a. The Contractor shall provide and maintain, continually on the project site of the Work during its progress, adequate and competent supervision of all operations for and in connection with the Work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write and speak English fluently and shall be authorized to receive instructions from the CPM and Owner or their 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 their representative when requested by the CPM or the Owner.

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

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

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

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Engineer and CPM within the time period stated in the Owner's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer and/or CPM will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this section 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:

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

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours 50% of the normal 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-CPM will not make charges against the contract time prior to the effective date of the notice to proceed.

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

(4) The Engineer-CPM will not make charges against the contract time after the date of final acceptance 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 their objections to the Engineer's CPM's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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

b. CONTRACT TIME based on CALENDAR DAYS 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 CPM for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer CPM 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.

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<th>SCHEDULE</th>
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The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] days. (Note: this paragraph will be modified for each project.)

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.
The Contractor shall be charged liquidated damages in the amount shown in Section 005200-3.3 of the Contract Documents.

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 their 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 and/or CPM consider the Contractor in default of the contract for any reason hereinbefore, 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 CPM of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods
as in the opinion of the Engineer—CPM will be required for the completion of said contract in an acceptable manner.

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

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

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

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 CPM.

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer Owner prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum 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-CPM, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer and/or CPM.

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

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

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

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

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

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

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 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 CPM 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 weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

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

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

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

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

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer and/or CPM shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement 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–CPM 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–CPM 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–CPM 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 CPM. Invoices showing rental charges must be submitted to the CPM for such payment.

(v) For use of all equipment when, in the opinion of the Contractor and as approved by the CPM, suitable equipment is not available on the site, the
movement of required equipment to and from the site will be paid for at actual cost.

(vi) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The CPM shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

(vii) In the event that a rate is not established in the Associated Equipment Distributors Rental Rates, latest edition, for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials to the site.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Profit and Overhead. Profit and overhead amount shall be computed at fifteen (15) percent of the following:

   (i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in (1) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

   (ii) Total Cost of Materials as defined in (3) and (4) above.

   (iii) If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in (1) through (5) above, or on such other basis as may be approved by the Owner. Contractor's profit and overhead on subcontractor's work shall be computed at 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, blueprinting, etc.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

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

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment unless Owner required timeframe is less, then the more stringent timeframe shall govern. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed unless Owner required timeframe is less, then the more stringent timeframe shall govern. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that
acceptance is deemed to be satisfactorily completed unless otherwise stipulated by Owner requirements.

From the total of the amount determined to be payable on a partial payment, 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 except as may be required by local or state requirements. 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 at least 95 percent of the work has been completed the Engineer CPM shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain, an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer and/or CPM 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 amount of retainage withheld from the Contractor's monthly partial payments shall be 10%. In the event local requirements or State of Florida requirements require for reduction of retainage, then the Owner shall make a determination as to whether the retainage may be reduced below the 10%.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner, CPM 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 and CPM at or on an approved site.

b. The Contractor has furnished the Engineer and CPM with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer and CPM with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS—At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in Section 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a
value not less than the 10 percent retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

No substitute securities will be accepted in lieu of retainage.

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-CPM will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer-CPM's final estimate or advise the Engineer-CPM of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor, and the Engineer-CPM 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-CPM's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer-CPM's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's and/or CPM's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

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 and CPM that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer and CPM and a written finding of no objection to the Quality Control Program is provided by the Engineer and CPM. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer and CPM.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer Owner.

The quality control requirements established herein are specific to the subgrade and other paving materials planned for use on this project. The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer Owner.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed
under this contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer and CPM prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer and CPM for review at least [10] calendar days before the preconstruction 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 they deem necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program
Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

1. Professional engineer with 1 year of airport paving experience acceptable to the Engineer and CPM.

2. Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer and CPM.

3. An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer and CPM, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

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

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

7. A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer and CPM.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced 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 and CPM shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer—CPM daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer—CPM. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

   (1) Technical specification item number and description;
   (2) Compliance with approved submittals;
   (3) Proper storage of materials and equipment;
   (4) Proper operation of all equipment;
   (5) Adherence to plans and technical specifications;
   (6) Review of quality control tests; and
   (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.
The daily inspection reports shall be signed by the responsible quality control technician and the Contractor Program Administrator. The Engineer-CPM shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

1. Technical specification item number and description;
2. Test designation;
3. Location;
4. Date of test;
5. Control requirements;
6. Test results;
7. Causes for rejection;
8. Recommended remedial actions; and
9. Retests.

Test results from each day's work period shall be submitted to the Engineer-CPM prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Contractor Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.
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/CPM. All items of material and equipment shall be subject to surveillance by the Engineer and CPM at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer and CPM at the site for the same purpose.

Surveillance by the Engineer and CPM does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer and CPM will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer and/or CPM or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer and CPM, the Engineer and CPM may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 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: 

- \( X \) = Sample average of all sublot values within a lot
- \( x_1, x_2 \) = Individual sublot values
- \( n \) = 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: $S_n =$ Sample standard deviation of the number of sublot values in the set

$d_1, d_2, \ldots = \text{Deviations of the individual sublot values } x_1, x_2, \ldots \text{ from the average value } X \text{ that is: } d_1 = (x_1 - X), d_2 = (x_2 - X),\ldots d_n = (x_n - X)$

$n =$ Number of sublots

f. For single sided specification limits (i.e., $L$ only), compute the Lower Quality Index $Q_L$ by use of the following formula:

$$Q_L = \frac{(X - L)}{S_n}$$

Where: $L =$ specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with $Q_L$, using the column appropriate to the total number ($n$) of measurements. If the value of $Q_L$ falls between values shown on the table, use the next higher value of PWL.

g. For double sided specification limits (i.e. $L$ and $U$), compute the Quality Indexes $Q_L$ and $Q_U$ by use of the following formulas:

$$Q_L = \frac{(X - L)}{S_n} \quad \text{and} \quad Q_U = \frac{(U - X)}{S_n}$$

Where: $L$ and $U =$ specification lower and upper tolerance limits

Estimate the percentage of material between the lower ($L$) and upper ($U$) tolerance limits (PWL) by entering Table 1 separately with $Q_L$ and $Q_U$, using the column appropriate to the total number ($n$) of measurements, and determining the percent of material above $P_U$ and percent of material below $P_L$ for each tolerance limit. If the values of $Q_L$ fall between values shown on the table, use the next higher value of $P_L$ or $P_U$. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) \cdot 100$$

Where: $P_L =$ percent within lower specification limit  
$P_U =$ percent within upper specification limit

**EXAMPLE OF PWL CALCULATION**

Project: Example Project  
Test Item: Item P-401, Lot A.
A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.
   
   A-1  96.60  
   A-2  97.55  
   A-3  99.30  
   A-4  98.35  

   \[ n = 4 \]

2. Calculate average density for the lot.

   \[ X = \frac{x_1 + x_2 + x_3 + \ldots + x_n}{n} \]

   \[ X = \frac{96.60 + 97.55 + 99.30 + 98.35}{4} \]

   X = 97.95 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  5.095.0  
   A-2  3.743.7  
   A-3  2.392.3  
   A-4  3.253.2  

2. Calculate the average air voids for the lot.
\[ X = \frac{x_1 + x + x_3 + \ldots + x_n}{n} \]
\[ X = \frac{5.09 + 3.74 + 2.39 + 3.26}{4} \]
\[ X = 3.57 \text{ percent} \]

3. Calculate the standard deviation \( S_n \) for the lot.

\[
S_n = \sqrt{\frac{((3.57 - 5.09)^2 + (3.57 - 3.74)^2 + (3.57 - 2.39)^2 + (3.57 - 3.26)^2)}{4 - 1}}
\]
\[ S_n = \sqrt{\frac{(2.04 + 0.03 + 1.62 + 0.10)}{3}} \]
\[ S_n = 1.12 \]

4. Calculate the Lower Quality Index \( Q_L \) for the lot. \((L = 2.0)\)

\[ Q_L = \frac{(X - L) S_n}{S_n} \]
\[ Q_L = \frac{(3.57 - 2.00)}{1.12} \]
\[ Q_L = 1.3992 \]

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 178)**

**Project:** Example Project  
**Test Item:** Item P-401, Lot A.

**A. Outlier Determination for Mat Density.**

1. Density of four random cores taken from Lot A arranged in descending order.

\[
\begin{align*}
A-3 & \quad 99.30 \\
A-4 & \quad 98.35 \\
A-2 & \quad 97.55
\end{align*}
\]
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: \(\frac{(\text{measurement} - \text{average})}{(\text{standard deviation})}\) is less than test criterion,

      Then: the measurement is not considered an outlier

      for A-3 Check if $\frac{(99.30 - 97.95)}{1.15}$ 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: \(\frac{(\text{average} - \text{measurement})}{(\text{standard deviation})}\) is less than test criterion,

      Then: the measurement is not considered an outlier

      for A-1 Check if $\frac{(97.95 - 96.60)}{1.15}$ 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 RULES

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

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

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

Example: For the number 28.69248539, if only one decimal place is being kept the number becomes 28.7.
C. If the digit following the last digit to be kept is 5 and there are digits other than zero to the right of 5, increase the last digit to be retained by 1 and strike out all following digits.

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

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

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.
### TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

<table>
<thead>
<tr>
<th>Percent Within Limits $P_L$ and $P_U$</th>
<th>Positive Values of Q ($Q_L$ and $Q_U$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>n = 3</td>
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<tr>
<td>99</td>
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<tr>
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<tr>
<td>95</td>
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<td>59</td>
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### TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

<table>
<thead>
<tr>
<th>Percent Within Limits of Q (QL and QU)</th>
<th>Positive Values of Q (QL and QU)</th>
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<tr>
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<td>P_L and P_U</td>
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<table>
<thead>
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# TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL) (CONT'D)

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<th>Percent Within Limits Limits</th>
<th>Negative Values of Q (Qₜ and Qᵤ)</th>
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</table>

END OF SECTION 110

# SECTION 120 -NUCLEAR GAGES

**120-01 TESTING.** When the specifications provide for nuclear gauge acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 6938 using the Direct Transmission Method. The nuclear gauge shall be calibrated in accordance with ASTM D 6938. Calibration and operation of the gauge shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gauge must show evidence of training and experience in the use of the instrument. The gauge shall be standardized daily in accordance with ASTM standards.

When using the nuclear method, ASTM D 6938 shall be used to determine the moisture content of the material. The calibration curve furnished with the nuclear gauges shall be checked in accordance with ASTM standards. The calibration checks shall be made at the beginning of a job and at regular daily intervals.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 6938 is used.
120-02. 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:

<table>
<thead>
<tr>
<th>Specification Item Number</th>
<th>Specification Tolerance (L) for Density, (percent of laboratory maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-152</td>
<td>90.5 for cohesive material, 95.5 for non-cohesive</td>
</tr>
<tr>
<td>P-154</td>
<td>95.5</td>
</tr>
<tr>
<td>P-208</td>
<td>97.0</td>
</tr>
<tr>
<td>P-209</td>
<td>97.0</td>
</tr>
</tbody>
</table>

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-03 VERIFICATION TESTING. (For Items P-152 and P-154 only.) The Engineer CPM will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of; (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer CPM will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more]. Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each sublot by the laboratory maximum density for the lot.

END OF SECTION 120

Notice of Requirement for Affirmative Action
(41 CFR Part 60-4, AC 150/5100-15, Para. 22.c. and Executive Order 11246, as amended)

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

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

   TIMETABLES

<table>
<thead>
<tr>
<th>Goals for minority participation in each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.5%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

   (Fed. Reg., Vol. 45, Page 65986, 10/03/1980)

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and, the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Broward County, Florida.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
(49 CFR PART 29 & FAA Order 5100.38)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees 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 & FAA Order 5100.38)

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.

CERTIFICATION OF NONSEGREGATED FACILITIES
(Executive Order 11246, 41 CFR Part 60-1.8 & AC 150/5100-15, Para. 22.b.)

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
(41 CFR Part 60-1.8)

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

SECTION A
WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS
(Federal Aviation Administration (FAA) Requirements)

The work in this contract is included in Airport Improvements Project No. 3-12-0025-066-2011 which is being undertaken and accomplished by Broward County, Florida, in accordance with the terms and conditions of grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-1 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-2 Convict Labor.

No convict labor may be employed under this contract.

A-3 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-4 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-5 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-6 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-7 Contract Termination.

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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).

A-8 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) & FAA Order 5100.38).

A-9 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. (49 CFR Part 18.36(i)(8)).

A-10 General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which
Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SECTION B

DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5.5 & AC 150/5100-6d)

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).

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.

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.

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 programs 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.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.


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

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.


Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


SECTION C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph 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.

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.

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.
CLEAN AIR AND WATER POLLUTION CONTROL
(49 CFR Part 18.36(i)(12), Section 306 of the Clean Air Act &
Section 508 of the Clean Water Act)

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

CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS
(49 CFR PART 21 & AC 150/5100-15)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

   a. Withholding of payments to the contractor under the contract until the contractor complies,
      and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

SECTION F

TERMINATION OF CONTRACT
(49 CFR PART 18.36(i)(2) & FAA Order 5100.38)
a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

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

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

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

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

SECTION G

BUY AMERICAN PREFERENCES
(Title 49 U.S.C. Chapter 501)

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

1. Applying subsection 50101(a) is inconsistent with the public interest;

2. The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

3. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and final assembly occurs within the United States;

4. The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

As a condition of bid responsiveness, Bidder must indicate on the Buy American certification whether it intends to meet Buy American requirements by only installing 100% United States made steel and manufactured products or if they intend to request a permissible waiver to Buy America preferences.
Waivers determinations addressed under exceptions (1) and (2) will generally be made as part of the bid solicitation. Bidder may not request a waiver under exceptions (1) or (2).

The successful bidder that desires a waiver under exception (3) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.

- For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

The successful bidder that desires a waiver under exception (4) shall make the request by selecting the appropriate certification statement and complying with the following conditions:

- Provide detailed proposal costs using domestic product(s) and the overall project cost.

- Provide detailed alternate proposal costs of the non-domestic product(s) and the overall project cost.

- If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under exception (4).

Bidder is hereby advised that Owner approval of any requested waiver is contingent upon approval by the FAA.

**SECTION H**

**EQUAL EMPLOYMENT OPPORTUNITY**

*(Executive Order 11246, 41 CFR PART 60-1.4(b) & AC 150/5100-15, Para. 22.a.)*

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,
available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph 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
(Executive Order 11246, 41 CFR 60-4.3 & AC 150/5100-15, Para. 22.c.)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually
required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specify 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.
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.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to
Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION J
NOT USED

SECTION K

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS
(49 CFR PART 26)
(see also CONTRACT SECTION 007200-54)

Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

SECTION L

ENERGY CONSERVATION REQUIREMENTS
(49 CFR PART 18.36 & Public Law 94-163)
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.

SECTION N

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

(Airport and Airway Improvement Act of 1982, Section 520, Title 49 47123 & AC 150/5100-15, Para. 10.c.)

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SECTION O
BREACH OF CONTRACT TERMS
(49 CFR PART 18.36(i)(1)

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

005400-3 Provisions Pertaining To Airport Projects

ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

1. SECURITY

Airport Security Program and Aviation Regulations. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sublessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County’s Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may
do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Badges.** The consultant/contractor shall be responsible for requesting the Aviation Department to issue identification badges ("SIDA Badges") to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen SIDA Badges and the immediate return of the SIDA Badges of Consultant/contractor 's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before a SIDA Badge is issued to an employee, consultant/contractor shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete SIDA or security awareness training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen SIDA Badges and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of SIDA Badges, which data may include the fingerprinting of employee applicants for such badges.

(b) **Operation of Vehicles on the AOA:** Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver’s licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) **Consent to Search/Inspection:** The consultant/contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and
until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any subconsultant/subcontractors.

(d) The provisions hereof shall survive the expiration or any other termination of this Agreement.

005400-4 BCAD Electronic Media Submittal Requirements

The BCAD will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County’s standard Professional Services Agreements for Consultant/Contractor services require submittal of documents produced on electronic media. Requirements for that media are presented below. Certain requirements may not applicable to all contracted services and should be verified via checklist and with the Contract Administrator during the development of the scope of services. When FAA standards do not apply to a project pursuant to FAA regulations, compliance with FAA standards may still be required by BCAD if determined on a project by project basis to be in the best interest of BCAD.

ELECTRONIC MEDIA

(A) General Requirements:

1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The Consultant/Contractor shall expect to produce three primary sets of electronic deliverables:

• CAD – Engineering Design Drawings
• GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
• PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:
1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or other release as tested and approved by BCAD, for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents documents formatted to fit BCAD standard cover sheet and title block (Refer to Section (C)(1) below). All GIS shall be delivered in ESRI ArcGIS version 9.3 or higher. Specific format/s (Shape file, Layer files, geodatabase, and/or other file type/structure shall be of the Aviation BCAD's choosing and must also conform to FAA and BCAD). All deliverables shall include appropriate Metadata conforming to BCAD and FAA standards.

Consultant/Contractor will be required to ensure that all data is formatted and in compliance for submission to the FAA AGIS system without any additional changes required by BCAD staff. Consultant/Contractor must ensure compliance with all standards set forth in latest versions of FAA Advisory Circulars (A/C): 150/5300-16, 150/5300-17, and 150/5300-18.

2) Target platform: Windows operating system.

3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.

4) The term "compatible" means that data can be accessed directly by the target CAD and GIS systems without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.

5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2007 or other compatible format release as tested and approved by BCAD. Data shall be delivered in an ESRI Geodatabase format of BCAD's choosing upon request. GIS and CAD data deliverable shall conform to the latest BCAD and FAA standards, including but not limited to, AC 5300/150-16. 17, and 18, and US National CAD Standards.

6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform/match those already in place or generated to create such links.

7) All database tables: conform to the structure and field-naming guidance
provided upon request by BCAD. Specifically, all database tables shall conform to all FAA and BCAD standards. All databases shall be compliant with at least MS Access 2007 and/or other format (SQL, ESRI Geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the project/s. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

8) All CAD and GIS files shall meet FAA/NGS spatial accuracy requirements and be georeferenced as follows:

North American Datum (NAD) 83, HARN, Feet
State Plane Florida East
North American Vertical Datum (NAVD) 88

9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16. 17, and 18, if applicable.

(D) Standards:

1) Standard plotted drawing size: 24 inch x 36 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.

2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.

3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
   a. All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
   b. All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

(4) Layering:
a. Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
c. Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of that BCAD finds difficult to use.

(5) Attribute Definitions:

a. Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. All database information shall conform to the latest versions of FAA A/Cs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.

(6) Conformance:

a. Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.

b. No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

(E) Non-CAD/GIS Graphic Format: Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG, PDF and TIFF formats. Photos shall be georeferenced in accordance with BCAD standards, if applicable.

(F) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats or other compatible format release as tested and approved by BCAD including all fonts, typefaces, bit-map and vector graphics and other
information necessary for remote printing.

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats or other compatible format release as tested and approved by BCAD including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(G) Delivery Media and Format:

1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.

2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.

3) The electronic digital media shall be in the format which can be read and processed by the BCAD’s target CAD/GIS systems.

4) The external label for each electronic digital media shall contain, as a minimum, the following information:

   a. The Project Number, Project Title and date.
   b. The Facility Name
   c. The format and version of operating system software.
   d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
   e. The sequence number of the digital media.
   f. A list of the filenames.
   g. All requirements to meet or exceed FAA and BCAD standards.

5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:

   a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD’s viewing and plotting.

   b. Make sure all reference files are attached without device or directory
specifications.

c. Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for BCAD and provided to BCAD with the delivery media.

d. Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.

e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.

f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard Cover sheet and title block pages.

g. Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD-furnished materials. The contractor shall obtain BCAD’s approval before using anything other than BCAD’s standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(H) Drawing Development Documentation:

1) Provide the following information for each finished drawing:

a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).

b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author’s name, and other identifying data.).

c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.

d. Layer assignments and lock settings.

e. Text fonts, line styles/types used, and GIS layer file settings.

f. Any additional information per FAA A/Cs and BCAD standards.

(I) Submittal:

1) Submit as Project Record Documents specified above and as required for
project phase submittals and project record documents.

2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:

a. The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
b. Brief instructions for transferring the files from the media.
c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
d. The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

   1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

   2. List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.

   3. List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.

   4. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.

   5. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.

   6. All metadata per BCAD, FAA, FDOT, or other entity standards.
(J) Ownership:

1) County will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.

2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.

3) BCAD will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

5) All files/drawings shall be furnished to BCAD upon request from BCAD.

6) No portion of any “application” (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

(K) BCAD-Furnished Materials to the Consultant/Contractor:

1) BCAD and Consultant/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:

   a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant’s/Contractor’s work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.

   b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

   c. Where Electronic Project Record Documents are required, Consultant
will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor’s option. Make electronic file drawings available on DVD/CD ROM media.

d. BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.

(L) Other Digital Information:
1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, subconsultants, Contractor, subcontractors; BCAD’s commissioning authority, local jurisdictional authorities and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

007200 GENERAL CONDITIONS

007200-1 Contract Documents

1.1 The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions except when CPM may authorize, in writing, an exception.

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

1.3 CONTRACTOR shall be furnished three (3) copies and one (1) disk, free of charge, of the Contract Documents; two (2) of which shall be preserved and always kept accessible to CPM and CPM’s authorized representatives. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

007200-2 Intention of COUNTY

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

007200-3 Preliminary Matters

3.1 At least five (5) calendar days prior to the pre-construction meeting
described in Section 3.2, CONTRACTOR shall submit to CPM for CPM's
review and acceptance:

3.1.1 A progress schedule in the indicated form:

- Bar Chart
- Modified Critical Path Method CPM
- Critical Path Method CPM
- Computerized Critical Path Method CPM Primavera P6

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

The progress schedule shall indicate the start and completion dates
of the various stages of the Work and shall show an activity
network for the planning and execution of the Work. Included with
the progress schedule shall be a narrative description of the
progress schedule. Activities shall be defined so that not activity
exceeds 15 days in duration. The progress schedule must be
updated monthly by CONTRACTOR, submitted as part of each
Application for Payment and shall be acceptable to CPM.

3.1.2 A preliminary schedule of Shop Drawing submissions; and

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

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

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

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

3.3 Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by CONTRACTOR, CPM and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CPM review. The finalized progress schedule will be accepted by CPM only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by COUNTY or CPM of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CPM or COUNTY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to CPM as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to CPM as to form and substance.

007200-4 Performance Bond and Payment Bond
Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (007500-1) and Payment Bond (007500-2).

4.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to COUNTY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Section 007200-5.

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

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

4.4 Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit (007500-5). Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one (1) year after completion and acceptance of the Work.

007200-5 Qualification of Surety

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

5.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
5.1.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.11. Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

5.1.3 The COUNTY will accept a surety bond from a company in accordance with the requirements set forth below, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the COUNTY shall review and either accept or reject the surety company based on the financial information available to the COUNTY. A surety company that is rejected by the COUNTY may be substituted by the Bidder or proposer with a surety company acceptable to the COUNTY, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

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

5.2 For projects of Five Hundred Thousand Dollars ($500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31.
of the United States Code, as may be amended from time to time. The Certificate and Affidavit (007500-4) so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

5.3 More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

007200-6 Indemnification

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by CA and County Attorney, any sums due CONTRACTOR under this Contract may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

007200-7 Insurance Requirements

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

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

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

7.4 CONTRACTOR shall furnish to the CA Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract as indicated Form 004520. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 004520. The failure to provide the Certificate of Insurance within
fifteen (15) days shall be the basis for the rescission of the
awarding contract.

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

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

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

007200-8 Labor and Materials

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

8.2 CONTRACTOR shall at all times enforce strict discipline and good
order among its employees and subcontractors at the Project site
and shall not employ on the Project any unfit person or anyone not
skilled in the Work to which they are assigned.

007200-9 Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or
patent of any article, material, arrangement, appliance, or method that
may be used upon or in any manner be connected with the construction of
the Work or appurtenances, are hereby included in the prices stipulated in
this Contract for said Work.
007200-10 Weather (Refer to Addendum 4)

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to section 007200-40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

007200-11 Permits, Licenses and Impact Fees

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

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

007200-12 Dispute Avoidance and Resolution

Purpose

12.1 The purpose of this dispute resolution process is primarily to assist in the prevention and mitigation of impacts to the project as a result of disputes between the CONTRACTOR and the COUNTY, and secondarily to assist in the resolution of disputes and claims between CONTRACTOR and COUNTY arising out of the Contract Documents. The intent of the establishment of the DISPUTE 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 CONTRACTOR. All decisions of the PANEL are non-binding on the parties. Submission of a disputed matter to the PANEL for its written recommendation is an absolute condition precedent to filing suit or to filing a demand for arbitration with regard to the matter.

12.2 Panel Scope

12.2.1 Operations: The PANEL will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The COUNTY and the CONTRACTOR will keep the PANEL informed of construction activity and progress 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, 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 project. The PANEL will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the COUNTY and the CONTRACTOR.

12.2.2 Membership of the PANEL: The PANEL shall consist of three neutral members who shall not have been previously employed in any capacity for either party, provided however, that prior services as a dispute panel member shall not automatically disqualify a potential member. One member shall be nominated by CONTRACTOR and one member shall be nominated by COUNTY. Unless reasonably objected to by the other party, the nominees shall be appointed to the PANEL. The third member shall be selected by agreement of the parties or if the parties are unable to reach agreement within 15 days after the award of the contract and prior to the effective date of the Notice to Proceed, by the two party-appointed members. Unless the parties agree otherwise, each party-appointed member shall have significant construction experience and be a non-lawyer. The chairman of the PANEL shall have significant experience with public building construction and be a lawyer. The non-party appointed PANEL member will serve as Chairman of the PANEL. The members of the PANEL shall be selected no later than 15 days after the award of Contract and prior to the effective date of the Notice to Proceed. Claims by either party arising out of events occurring prior to the selection of the PANEL are waived and released.

12.2.3 Meetings; confidentiality: The first meeting of the PANEL shall occur within 21 days of the effective date of the Notice to Proceed. 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 inadmissible to the same degree as proceedings in a mediation 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 and the CONTRACTOR. The round table discussions shall include presentations from both COUNTY and CONTRACTOR to the PANEL that addresses 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 designer, the CPM and other contractors engaged by the COUNTY to construct the project, and major subcontractors and Subconsultants. In addition to round table discussions, agendas for regular meetings of the PANEL may include the following:

12.2.3.1 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.

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

12.2.3.3 Set a tentative date for next meeting.

12.2.4 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 Chairman in consultation with other PANEL members, the CONTRACTOR 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.

12.2.5 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:

12.2.5.1 Before referring a matter to the PANEL a representative of either party 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.

12.2.5.2 Upon receipt of a Request for a Hearing, the Chairman will schedule the matter for Hearing at a location in Fort Lauderdale, Florida within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary.

12.2.5.3 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.

12.2.5.4 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.

12.2.5.5 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.

12.2.5.6 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.

12.2.5.7 All of the PANEL's recommendations for resolution of disputes will be given in writing to both the County and the CONTRACTOR, 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.

12.2.5.8 No provisions associated with the Dispute Panel shall in any way abrogate the CONTRACTOR's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

12.2.5.9 In the event that the COUNTY is not in agreement with a decision or recommendation of the PANEL, the County may elect to issue a Work Order or Change Order, with appropriate reservations of rights.

12.2.5.10 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.

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.

12.2.6 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 the CONTRACTOR. Ex parte communications between each 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.

12.2.7 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, formal records of the 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.

12.2.8 Recommendations of the PANEL: All 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.

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

12.2.10 Construction Site Visits: The PANEL members are encouraged to 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 CONTRACTOR, and the PANEL. Regarding matters before the PANEL, it will probably
be advantageous but not absolutely necessary for the PANEL to personally view the site and any relevant conditions. If viewing by the PANEL would cause delay to the project, photographs and descriptions of these conditions collected by either or both parties will suffice.

12.3 Coordination And Logistics: The COUNTY, in cooperation with the CONTRACTOR, will coordinate the operations of the PANEL.

12.4 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.

12.5 Payment (Refer to Addendum 2)

12.5.1 Regular meetings: The amounts paid to the chairman of the PANEL and the other PANEL members for their services, including travel costs pursuant to CPM Agreement Attachment III, shall be paid from a task account established within the Contract for that purpose. The CONTRACTOR shall pay the PANEL members in the first instance, and shall submit a request to the COUNTY for reimbursement of all expenses incurred, without markup or bond. County shall process and pay CONTRACTOR for PANEL expenses as part of regular project periodic pay requests, and the CONTRACTOR shall be responsible to promptly pay the PANEL members with no withholding or deductions. The maximum not to exceed daily fee to be paid to each PANEL member shall be One Thousand Five Hundred Dollars ($1,500.00) and travel costs in accordance with CPM Agreement Attachment III.

12.5.2 Payment—Hearings
In the event a party files a Request for a Hearing, the expenses and fees incurred by the PANEL members in connection with the Hearing shall be shared equally. The County will reimburse to the CONTRACTOR one half of the expenses submitted by the PANEL members in connection with Hearings and recommendations ensuing from Hearings.

12.6 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 CONTRACTOR 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 in completed.
12.7 Termination Of Disputes Panel
Upon formal written amendment to this Contract, this dispute resolution process may be terminated.

12.8 Termination Of Panel Membership
PANEL members may withdraw from the PANEL by providing four weeks written notice to all other parties. Should the need arise to appoint a replacement PANEL member, the replacement PANEL member shall be selected as was the departing PANEL member. The selection of a replacement PANEL member shall begin promptly upon notification of the necessity for a replacement.

The chairman of the PANEL may be terminated without cause by agreement of the parties. Each party may change its appointed PANEL member on one occasion during the life of the Contract on a without cause basis.

PANEL members 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.

12.9 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 CONTRACTOR. Each PANEL member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

12.10 Public Records
Each PANEL member, 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.

12.11 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.

12.12 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.

12.13 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, the CONTRACTOR, the CPM, the PMO, any Architect/Engineer or Consultant organization working on the Project, any Subconsultant or supplier of the project, or any other PANEL member. The members of the PANEL shall affirm and agree that except for services as a PANEL member on other COUNTY or CONTRACTOR projects, that they have not been an employee, subcontractor, or Consultant to the County, the CPM, the PMO, CONTRACTOR, any Architect/Engineer or Consultant organization working on the Project, any Subconsultant or supplier of the 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 CONTRACTOR 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.

12.14 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 Contract. This section shall also in no way limit the remedies or obligations of the CONTRACTOR pursuant to Contract, except that submission of a disputed matter to the PANEL for a written recommendation as to resolution shall be a condition precedent to pursuit of any claim in arbitration or litigation.

12.15 Subsequent proceedings.
In the event that a party files suit or initiates arbitration in connection with this 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.

12.16 Dispute Resolution
12.16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that, CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CONSULTANT's or CONTRACTOR's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the CA and CONTRACTOR shall be submitted to CPM in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, CONSULTANT shall notify the CA and CONTRACTOR in writing of CPM's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CPM requires additional time to gather information or allow the parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all non-technical administrative disputes, shall be determined by the CA pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, CPM, and CA shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

12.16.2 In the event the determination of a dispute under this section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the
parties retain all their legal rights and remedies provided under State law. A PARTY 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 THE REQUIREMENTS OF THIS SECTION.

007200-13 Inspection of Work

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

13.1.1 Should the Contract Documents, CONSULTANT’s instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. CONSULTANT specifies tests and may require inspection, but cannot notice CONTRACTOR without CPM approval. If the testing or approval is to be made by an authority other than COUNTY, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CPM, it must, if required by CPM, be uncovered for examination and properly restored at CONTRACTOR's expense.

13.1.2 Reexamination of any of the Work may be ordered by CPM with prior written approval by the CA, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.

13.2 Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT or CPM.
13.3 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 CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

13.4 See attached 005400 Contract Supplement - FAA General Provisions Section 50-09 INSPECTION OF THE WORK.

007200-14 Superintendence and Supervision

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

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

14.3 The CA, CONTRACTOR, and CPM shall meet at least every two (2) weeks or as determined by the CA, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The CPM shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
14.4 If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform CPM, in writing, and CPM will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.

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

007200-15 COUNTY's Right to Terminate Contract

15.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies 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 CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, CA may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the COUNTY's awarding authority for the Contract, may upon written certificate from CPM of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any
further payment until the Project is completed. In addition 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 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 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 CONTRACTOR. In case the damages and expenses so incurred by COUNTY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to COUNTY the amount of said excess.

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

15.3 This Contract may be terminated for convenience in writing by COUNTY upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed as limited by section 007200-39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.

15.4 Upon receipt of Notice of Termination pursuant to sections 007200-15.1, -15.3 or -15.5 CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to COUNTY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

15.5 This Contract may also be terminated by the Board:
15.5.1 Upon the disqualification of CONTRACTOR as a DBE firm by COUNTY’s Director of the Office of Economic and Small Business Development if CONTRACTOR’s status as DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR;

15.5.2 Upon the disqualification of CONTRACTOR by COUNTY’s Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

15.5.3 Upon the disqualification of one or more of CONTRACTOR’s DBE participants by COUNTY’s Director of the Office of Economic and Small Business Development if any such participant’s status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

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

15.5.5 If CONTRACTOR is determined by COUNTY’s Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or DBE participant. If so determined, CONTRACTOR shall not be awarded DBE participation credit.

15.5.6 See attached 005400 Contract Supplement - FAA General Provisions Section 80-09 DEFAULT AND TERMINATION OF CONTRACT.

15.5.7 See attached 005400 Contract Supplement - FAA General Provisions Section 80-10 TERMINATION FOR NATIONAL EMERGENCIES.

007200-16 Suspension of Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the CONTRACTOR and COUNTY may
otherwise agree in writing. Suspension of Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the Contract for cause.

007200-17 Assignment

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

007200-18 Rights of Various Interests (Refer to Addendum 4)

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.

007200-19 Explosives

When the use of explosives is necessary in the prosecution of the Work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked "Dangerous Explosives" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to COUNTY proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

See attached 005400 Contract Supplement - FAA General Provisions Section 70-09 USE OF EXPLOSIVES.

007200-20 Differing Site Conditions

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which: 1, differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or 2, unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CA or CA designee and CPM in writing of the
existence of the aforesaid conditions. CPM and CA shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CA, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CA may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CA and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONSULTANT for determination in accordance with the provisions of Section 007200-12, Resolution of Disputes. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CA in strict accordance with the provisions of this section.

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

007200-21 Plans and Working Drawings

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

007200-22 CONTRACTOR to Check Plans, Specifications, and Data:

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

007200-23 CONTRACTOR's Responsibility for Damages and Accidents

23.1 CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage
done from any cause whatsoever, except as provided in section 007200-30.

23.2 CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in section 007200-30.

007200-24 Warranty

CONTRACTOR warrants to COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by CPM, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of section 007200-26 herein.

007200-25 Supplementary Drawings

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

25.2 The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

007200-26 Defective Work

26.1 CPM shall have the authority to reject or disapprove Work which CPM finds to be defective. If required by CPM, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
26.2 Should CONTRACTOR 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 CPM, COUNTY shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR’s expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.

26.3 If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including, but not limited to, section 007200-24hereof and any claim regarding latent defects.

26.4 COUNTY’s 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.

26.5 See attached 005400 Contract Supplement - FAA General Provisions Section 50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

007200-27 Taxes

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

007200-28 Subcontracts

28.1 Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors.
28.2 CONTRACTOR shall not employ any subcontractor against whom COUNTY or CONSULTANT may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

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

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

007200-29 Separate Contracts

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

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

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

29.4 To insure the proper execution of subsequent Work, CONTRACTOR shall inspect the Work already in place and shall at once report to CPM any discrepancy between the executed Work and the requirements of the Contract Documents.

29.5 See attached 005400 Contract Supplement FAA General Provisions Section 50-05 COOPERATION BETWEEN CONTRACTORS.

007200-30 Use of Completed Portions

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

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

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

30.2.2 CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion Form (007600-1) from CPM.

30.2.3 Upon CPM's issuance of a Certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, utilities (CONTRACTOR shall maintain all utility service in the occupied areas), subsequent damages of COUNTY and public, adjustment of insurance coverages and start of warranty for the occupied area.

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

30.2.5 If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and CONTRACTOR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

30.2.6 See attached 005400 Contract Supplement - FAA General Provisions Section 50-14 PARTIAL ACCEPTANCE.

007200-31 Lands for Work

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

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

007200-32 Legal Restrictions and Traffic Provisions

CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any active portion of the Aircraft Operating Areas or controlled airspace, thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.
007200-33 Location and Damage to Existing Facilities, Equipment, or Utilities

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

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

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

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

33.5 See attached 005400 Contract Supplement FAA General Provisions Section 70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.
CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT, through CPM, in writing. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without CONSULTANT’s prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by CONSULTANT shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, CONTRACTOR agrees to pay directly to CONSULTANT all CONSULTANT’s fees and charges related to CONSULTANT’s review of the request for substitution, whether or not the request for substitution is accepted by CONSULTANT and CA. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including CONSULTANT review fees and charges. If a substitution is approved by the COUNTY, the net dollar savings shall be shared equally between CONTRACTOR and COUNTY and shall be processed as a deductive Change Order. COUNTY may require CONTRACTOR to furnish at CONTRACTOR’s expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

34.1 See attached 005400 Contract Supplement - FAA General Provisions Section 50-17 COST REDUCTION INCENTIVE.

007200-35 Continuing the Work

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

007200-36 Changes in the Work or Terms of Contract Documents

36.1 Without invalidating the Contract and without notice to any surety, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of
appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by COUNTY as hereinafter provided.

36.3 See attached 005400 Contract Supplement - FAA General Provisions Section 40-02 ALTERATION OF WORK AND QUANTITIES and FAA General Provisions Section 40-03 OMITTED ITEMS.

36.4 See attached 005400 Contract Supplement - FAA General Provisions Section 40-04 EXTRA WORK.

007200-37 Field Orders and Supplemental Instructions

37.1 The CA, through CPM, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

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

37.3 See attached 005400 Contract Supplement - FAA General Provisions Section 50-01 AUTHORITY OF THE CONSULTANT.

007200-38 Change Orders (Refer to Addendum 4)

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

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

38.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, COUNTY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to CONSULTANT as set forth in section 007200-12, hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CPM and CA in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

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

38.5 Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY.

007200-39 Value of Change Order Work

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

39.1.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

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

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.
39.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.

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

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation, unloading and loading, relocation, and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by COUNTY with the advice of 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.
39.2.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by COUNTY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to COUNTY who will then determine, with the advice of CPM, CA or designee and CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

39.2.5 Supplemental costs including the following:

39.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work. (refer to Contract Section 005400)

39.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

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

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

39.2.5.5 The cost of utilities, fuel and sanitary facilities at the site.
39.2.5.6 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

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

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

39.3.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 7200.39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

39.3.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

39.3.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

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

39.3.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
39.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 7200.39.2.

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

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

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

39.4.2.1 For costs incurred under Sections 7200.39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

39.4.2.2 For costs incurred under Section 7200.39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3 No fee shall be payable on the basis of costs itemized under Sections 7200.39.2.4 and 7200.39.2.5, (except Section 7200.39.2.5.3), and Section 7200.39.3.

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

39.6 Whenever the cost of any Work is to be determined pursuant to Sections 7200.39.2 and 7200.39.3, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.

39.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an
appropriate Change Order shall be issued to adjust the unit price, if warranted.

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

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

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

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

007200-40 Notification and Claim for Change of Contract Time or Contract Price

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the CA and to CPM within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by CONTRACTOR of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the CA and CPM (hereinafter "Claim Notice"). The Claim Notice shall include CONTRACTOR's written notarized certification that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If the CA and CONTRACTOR cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the CA and CPM, then CONTRACTOR shall submit the claim to CPM within five (5) calendar days from the date of impasse in accordance with section 007200-12 hereof. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.
40.2 The Contract Time will be extended in an amount equal to time lost on controlling Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by COUNTY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

40.3 See attached 005400 Contract Supplement - FAA General Provisions Section 50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.

007200-41 No Damages for Delay

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

007200-42 Excusable Delay; Compensable; Non-Compensable

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

CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in section 007200-40 hereof.

Failure of CONTRACTOR to comply with section 007200-40, Notification and Claim for Change of Contract Time or Contract Price, hereof as to any particular event of delay shall be deemed
conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

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

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to section 007200-39, Value of Change Order Work, hereof.

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be $17,524.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

(b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or CONSULTANT, or (ii) is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the COUNTY or CONSULTANT, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.
When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to section 007200-30, Use of Completed Portions, hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and CPM in writing. CPM and COUNTY shall then promptly inspect the Work. When CPM, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925. The CA shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CPM and COUNTY shall develop and the CONTRACTOR shall review the list of all Work yet to be completed by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to the CONTRACTOR within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COUNTY through the CA and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

43.1  See attached 005400 Contract Supplement - FAA General Provisions Section 50-14 PARTIAL ACCEPTANCE.

007200-44  No Interest

Any monies not paid by COUNTY when claimed to be due to CONTRACTOR under this Contract, 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.
CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR 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 CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.

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

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

CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT’s approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
45.7 No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.

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

45.9 CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

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

007200-46 Field Layout of the Work and Record Drawings

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

46.2 CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to CPM or CONSULTANT for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the CPM.
46.3 Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to COUNTY, CONTRACTOR's record drawings or as-built drawings acceptable to CONSULTANT.

007200-47 Safety and Protection

47.1 CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

47.1.1 All employees on the work site and other persons who may be affected thereby;

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

47.1.3 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.

47.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Sections 007200-47.1.2 and 007200-47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to COUNTY and CONTRACTOR that the Work is acceptable except as otherwise provided in 007200-30 hereof.

47.3 CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.
007200-48 Final Bill of Materials

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

007200-49 Payment by COUNTY for Tests

Except when otherwise specified in the Contract Documents, the expense of all tests requested by CONSULTANT shall be borne by COUNTY and performed by a testing firm chosen by CONSULTANT. For Airport construction projects, the procedure for making tests required by CONSULTANT will be in conformance with the most recent edition of the State of Florida, Department of Transportation and FAA Advisory Circulars. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

007200-50 Project Sign

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

007200-51 Hurricane Precautions

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

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

51.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the COUNTY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.
**007200-52 Cleaning Up: COUNTY’s Right to Clean Up**

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

**007200-53 Removal of Equipment**

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

**007200-54 Nondiscrimination, Equal Employment Opportunity (EEO), And Americans With Disabilities Act, Disadvantaged Business Enterprise (DBE)**

54.1 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
54.2 The CONTRACTOR 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 CONTRACTOR'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 contract, and may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

54.3 The CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the CONTRACTOR 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.

54.4 The CONTRACTOR 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.

54.5 The CONTRACTOR 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.

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

**Disadvantaged Business Enterprise (DBE)**

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

Since this project is funded at least in part using FAA funds, it is the policy of Broward County to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, 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.

The CONTRACTOR has committed to 19.03% DBE Participation. CONTRACTOR form 004339-2, Schedule of Participation.

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

54.9 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 CONTRACTOR shall demonstrate that it makes good faith efforts to include DBE participation in Change Order work and shall report such efforts to the OESBD.

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

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

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

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

54.14 The CONTRACTOR agrees to submit a Monthly DBE Utilization Report, Form 7500-6, 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.

54.15 The CONTRACTOR agrees to submit a Final DBE Utilization Report, Form 7500-7, containing the total amount paid to its DBE Subconsultants/Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage.

54.16 Contract Assurances. The following clauses pertaining to compliance with 49 C.F.R. Part 26 shall become a part of your Contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of these Contract Documents, the clauses set forth in this Section shall control.

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

54.16.2 Prompt Payment - The Contractor hereby agrees to pay its subcontractors and suppliers within ten (10) days following receipt of payment from the County. Contractor further agrees, if Contractor has withheld retainage from its subcontractors, to release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from the County, or within subcontractors. A finding of nonpayment to subcontractors and suppliers is a material breach of this contract.

54.16.3 Contract Compliance Monitoring-Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County's Business Opportunity Act of 2004, Ordinance 2004-07. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. The Office of Economic and Small Business Development shall have the authority to audit and monitor all contracts and contract-related documents related to Broward County projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general contractors and subcontractors. Additionally, the awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County Contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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

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

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

007200-55 Project Records

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

007200-56 Domestic Partnership Requirement

(not applicable due to Federal Funding)
SUPPLEMENTAL GENERAL CONDITIONS

007343 SUPPLEMENTAL WAGE REQUIREMENTS

Federal Grant Projects:

1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through Federal Aviation Administration and Broward County, Florida, Grant No. 3-12-0025-066-2011, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR. Contractor shall conform its work and reporting requirements with such assurances.

2. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents.
Wage tables

General Decision Number: FL100307 04/01/2011 FL307
Superseded General Decision Number: FL20080307

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

<table>
<thead>
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* ENGI0487-018 01/01/2010

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<thead>
<tr>
<th>OPERATOR: Crane</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Group 1 - All Tower Cranes</td>
<td></td>
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<tr>
<td>Mobile, Rail, Climbers,</td>
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<td></td>
</tr>
<tr>
<td>Static-Mount; All Cranes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with Boom Length 150 Feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&amp; Over (With or without jib)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friction, Hydro, Electric or Otherwise; Cranes 150 Tons &amp; Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry &amp; Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons; Hydro/Friction Cranes; All Type of Flying Cranes; Finish Grader; Concrete Pumping Machine with Boom Attachments</td>
<td>28.30</td>
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<td>OPERATOR: Oiler</td>
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<td>22.24</td>
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IRONWORKER, STRUCTURAL............ $ 26.70 6.43

* SUFL2009-204 08/05/2009

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## Wage tables (continued)

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<tr>
<th>Rate Description</th>
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<tr>
<td>CARPENTER, Includes Form Work</td>
<td>$11.48</td>
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<td>CEMENT MASON/CONCRETE FINISHER</td>
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<td>ELECTRICIAN</td>
<td>$19.84</td>
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<td>HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)</td>
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<tr>
<td>HIGHWAY/PARKING LOT STRIPING: Painter</td>
<td>$14.38</td>
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<td>IRONWORKER, REINFORCING</td>
<td>$15.00</td>
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<td>LABORER: Asphalt Raker</td>
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<tr>
<td>LABORER: Asphalt Shoveler</td>
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<tr>
<td>LABORER: Common or General</td>
<td>$9.56</td>
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<tr>
<td>LABORER: Flagger</td>
<td>$11.00</td>
<td>3.79</td>
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<tr>
<td>LABORER: Grade Checker</td>
<td>$10.50</td>
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<tr>
<td>LABORER: Landscape and Irrigation</td>
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<tr>
<td>LABORER: Luteman</td>
<td>$10.32</td>
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<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
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<tr>
<td>LABORER: Pipelayer</td>
<td>$13.76</td>
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<tr>
<td>LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws)</td>
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<tr>
<td>OPERATOR: Asphalt Plant</td>
<td>$12.20</td>
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<td>OPERATOR: Asphalt Spreader</td>
<td>$10.76</td>
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<tr>
<td>OPERATOR: Auger</td>
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<tr>
<td>OPERATOR: Backhoe Loader Combo</td>
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<tr>
<td>OPERATOR: Backhoe/Excavator</td>
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<td>OPERATOR: Boom</td>
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### Wage tables (continued)

<table>
<thead>
<tr>
<th>Role</th>
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<th>Wage 2</th>
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<tbody>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$18.47</td>
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<tr>
<td>OPERATOR: Distributor</td>
<td>$12.33</td>
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<tr>
<td>OPERATOR: Drill</td>
<td>$13.00</td>
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<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$16.11</td>
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<tr>
<td>OPERATOR: Loader</td>
<td>$10.94</td>
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<tr>
<td>OPERATOR: Mechanic</td>
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<tr>
<td>OPERATOR: Milling Machine</td>
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<tr>
<td>OPERATOR: Oil Distributor</td>
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<td>OPERATOR: Paver</td>
<td>$11.89</td>
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<tr>
<td>OPERATOR: Piledriver</td>
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<tr>
<td>OPERATOR: Roller</td>
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<tr>
<td>OPERATOR: Scraper</td>
<td>$12.31</td>
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<tr>
<td>OPERATOR: Screed</td>
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<tr>
<td>OPERATOR: Tractor</td>
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<td></td>
</tr>
<tr>
<td>OPERATOR: Trencher</td>
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<td>PAINTER: Spray and Steel</td>
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<td>Traffic Signal Installation</td>
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<td>TRUCK DRIVER: 10 Yard Haul Away Truck</td>
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<tr>
<td>TRUCK DRIVER: 3 Axle Truck</td>
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<td>TRUCK DRIVER: 4 Axle Truck</td>
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<td>TRUCK DRIVER: Distributor</td>
<td>$13.22</td>
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<tr>
<td>TRUCK DRIVER: Dump Truck</td>
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<tr>
<td>TRUCK DRIVER: Lowboy Truck</td>
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<tr>
<td>TRUCK DRIVER: Material Truck</td>
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<tr>
<td>TRUCK DRIVER: Tractor Haul Truck</td>
<td>$10.64</td>
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<td></td>
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</tbody>
</table>
Wage tables (continued)

TRUCK DRIVER: Water Truck....... $10.50  0.00
TRUCK DRIVER.................. $ 9.76  0.34

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
Wage tables (continued)

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
DIVISION 1 SPECIFICATIONS

Site Preparation and NAVAIDS Infrastructure
Work Package 302

Fort Lauderdale - Hollywood International Airport
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## DIVISION 1 - GENERAL REQUIREMENTS

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<td>Progress Schedules (Computerized CPM)</td>
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<td>Shop Drawings, Product Data and Samples</td>
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<td>Warranties</td>
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<td>01770</td>
<td>Project Closeout</td>
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END OF SECTION
SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Precedence

In case of a conflict between these Division 1 Specifications and the Site Preparation and NAVAIDS Infrastructure, CONTRACT, the CONTRACT shall govern.

B. Related Sections

The DIVISION 01 Specifications, CONTRACT, Technical Specifications, and Supplemental Conditions (as applicable) are a reference for all individual Division 01 Sections.

1.02 DESCRIPTION

A. Project / Work Identification:

1. The general overall description of the Work of the Contract for the:
   Work Package 302 is as shown on the drawings, specifications and Contract Documents.
   2. Construction Project Management
      The County has a Construction Project Management (CPM) firm that will administer this project.

B. Contract Documents:

Requirements of the Work are contained in the Contract Documents, and included cross-references herein to published information, which is not necessarily bound therein.

C. Intent:

The intent of the Contract is to provide for construction and completion in an efficient manner, in every detail, of the Work described. It is further intended that the CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in an efficient manner in accordance with the Contract Documents.

D. Protection of Underground Facilities:

The location of all underground facilities, including but not limited to gas, liquid petroleum, and FAA communications lines MUST be verified by the CONTRACTOR prior to starting any construction.

1.03 LIMITS OF CONSTRUCTION AND CONTRACTOR USE OF PREMISES

The work set forth in these contract documents will be performed within the limits established in the site phasing drawings. CONTRACTOR shall not work outside of the limits without requesting authorization in writing, and receiving written approval through the CPM.
1.04 DESCRIPTION OF THE WORK

The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of Work Package 302 – Site Preparation and NAVAIDS Infrastructure, and includes the embankment and major utility infrastructure for the new South Runway and associated design elements. The project includes approximately 5,000,000 cubic yards of embankment to be placed on both sides of the US Highway 1, FEC Railway and Airport Perimeter Road to bring the new runway to the designed profile and cross section. It also includes an additional approximately 1,000,000 cubic yards of embankment in wedge areas which is the transition between the new runway embankment and the runway and taxiway structures that are being built by others over the US Highway 1, FEC Railway and Airport Perimeter Road.

The Work also consists of approximately 325,000 square feet of mechanically stabilized earth (MSE) wall system and approximately 16,000 square feet of temporary MSE wall system. Included is approximately 27,000 linear feet of various storm drainage pipe sizes ranging from 18-inch to 96-inch in diameter; installation of some 123 drainage structures; 332,000 square yards of pavement demolition; 648,000 square yards of dynamic compaction on the west side of the project; removal and/or abandonment of a number of water, sewer, natural gas and jet fuel pipelines; and miscellaneous airfield electrical duct banks and conduits associated with the development of future Navigational Aids in support of the overall runway program.

1.05 PRODUCTS SUPPLIED BY OTHERS

A. Items furnished by COUNTY for installation by COUNTY:

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

B. Items furnished by COUNTY for installation by CONTRACTOR:

The COUNTY may award various contracts for purchasing and installing specified materials. Material Lists from those purchase contracts will be provided to the CONTRACTOR. The CONTRACTOR shall receive, inspect, unload specified materials from the transporter, transport to secure storage and load and deliver the materials to the site for installation.

1.06 SCHEDULING

The CONTRACTOR 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.

1.07 LIST OF RELATED WORK

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

1. WP303 - Runway 9R-27L Structures
2. WP307 - 10th Street Extension
3. WP308 - Demolition of Eastside Facilities
4. WP309 - Demolition of Westside Facilities
5. WP310 - Runway 9R-27L NAVAIIds
6. WP311 - Relocate ASR-9
7. Aircraft Parking Apron – Western Expansion

In addition to these projects, new contracts may come up in future during the duration of the project.

1.08 COOPERATION BETWEEN CONTRACTORS
   A. One or more contracts may be required to construct the project. When separate contracts are awarded for different portions of the project, the CONTRACTOR in each case shall be the person other than the COUNTY who signs each separate contract.
   B. The COUNTY reserves the right to contract for and perform other or additional construction on or near the Work covered by this Contract.
   C. When separate contracts are let within or near the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the progress of completion of the construction performed by other CONTRACTORs. CONTRACTORs working on the same Project shall cooperate with each other as directed by the CPM.
   D. The CONTRACTOR shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the COUNTY and the CPM from any and all damages or claims.
   E. The CONTRACTOR shall arrange his Work and shall place or dispose of the materials being used as not to interfere with the operations of the other CONTRACTORs within or near the limits of the Project. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

1.09 COUNTY OCCUPANCY

The COUNTY will occupy the areas adjacent to the site including: parking structures, terminals and roadways during the entire period of construction.

PART 2 - PRODUCTS Not Used
PART 3 - EXECUTION Not Used

END OF SECTION 01010 - SUMMARY OF WORK

SECTION 01039 COORDINATION OF WORK

PART 1 - GENERAL

1.01 COORDINATION OF WORK

A. The project site is currently on an active Air Operations Area (AOA). CONTRACTOR shall transition the site to non AOA using the Phasing Plans in the Contract Documents. Coordinate with BCAD Operations and Transportation
Security Administration for approval of relocated AOA fence. Runway 13-31 will be operational until May 2013. Protect all safety surfaces during construction, until its closure.

B. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence and installation of interdependent construction elements.

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

D. Coordinate space requirements and installation of Work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of runway. Utilize spaces efficiently to maximize for other installations, for maintenance, and for repairs.

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

F. Coordinate completion and cleanup of work of separate Sections in preparation for Substantial Completion.

G. 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.

1.02 COORDINATION OF SPECIFICATIONS - Not Used

1.03 TIME FOR COMPLETION

A. Time limits stated in the Contract Documents are the essence of the Contract. By executing the Agreement the CONTRACTOR confirms that the Time for Completion is a reasonable period for performing the work. The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the time for completion.

B. The CONTRACTOR, 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 CONTRACTOR to the CPM or CONSULTANT (Architect/Engineer), submittals, shortages and inefficiencies in operations.

1.04 DISCREPANCIES, INTERPRETATION AND OMISSIONS

A. CONTRACTOR shall bring any apparent discrepancies to the attention of the
CPM for resolution prior to commencing with the Work. CONTRACTOR shall use a Request for Information (RFI), acceptable to the CPM to communicate discrepancies and receive direction.

B. Should conflict occur between the Contract Documents, the CONTRACTOR is deemed to have based his bid upon the more expensive method of performing the Work unless he has requested and received a written decision from the Director of Broward County Purchasing Division before submission of the bid.

1.05 DEFINITIONS
A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but 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.
B. Furnish: To supply and deliver, unload, inspect for damage (same as supply).
C. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
D. Provide: To furnish or supply, plus install.
E. Supply: To supply and deliver, unload, inspect for damage (same as furnish).

PART 2 – PRODUCTS - Not Used
PART 3 – EXECUTION - Not Used

END OF SECTION 01039 - COORDINATION OF WORK
SECTION 01040 – PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

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

1. Pre-Construction Conference
2. Coordination and Progress Meetings
3. Administration and Supervisory personnel
4. Special Reports
5. Communications
6. Daily Reports
7. Record Drawings (As-Builts)
8. Pre-Installation

1.02 PRECONSTRUCTION CONFERENCE

Before beginning Early Construction or Contract Work at the Site, the
CONTRACTOR shall attend a preconstruction conference and bring with him the Project Management Team employed for this Project. In the event a Team member is unable to attend the CONTRACTOR shall bring with him a Letter of Introduction in which he advises the full names and duties of the Team member(s) and states that they are assigned to the Project and will be in full responsible charge. This conference will be called by the CPM who will arrange for the CONSULTANT and other interested parties to be present. The CONTRACTOR shall also notify his major subcontractors and suppliers of this meeting if their attendance is required. At this time, all parties will discuss the Project under Contract and prepare a program of procedure in keeping with requirements of the Contract Documents. The CONTRACTOR’s Project Management Team will henceforth 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 for this Project.

1.03 COORDINATION AND PROGRESS MEETINGS

A. 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.

B. 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. 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.

C. 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.

D. Review everything of significance, which could affect progress of work.

E. 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.

1.04 PRE-INSTALLATION CONFERENCES

Record significant discussions of each conference, and record agreements and
disagreements, along with final plan of action. Distribute record of meeting promptly to everyone concerned, including CPM and CONSULTANT.

1.05 REPORTING AND SCHEDULES

A. Within three (3) calendar days after each meeting date, the CPM shall distribute a brief summary, in narrative form, of progress of Work since previous meeting and report.

B. Schedule Updating:

The CONTRACTOR shall update schedules weekly to include revisions resulting from information discussed at meetings held since the previous schedule update. The CONTRACTOR shall distribute a tabular, early start / total float report to the CPM.

1.06 SPECIAL REPORTS

A. CONTRACTOR shall prepare a report that provides information on any value engineering or constructability change raised by the CONTRACTOR. The report will, among other things, identify: the Work items that value engineering was applied against, the cost of the initial item, the cost of the selected item, the ability of the value item to perform with the same functionality and safety level as the initial item, impacts to the approved project Baseline Schedule, the decision of incorporating the value item in the design and notes. A draft copy of this report shall be submitted to the CPM within 30-calendar days after the first Notice to Proceed (NTP) is issued. The CONTRACTOR shall update the draft report and submit the final report to the CPM within 60-calendar days after the first NTP.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, CONTRACTOR shall prepare and submit a special report to the CPM. List chain of events, persons participating, and response by the CONTRACTOR's personnel, an evaluation of the results or effects and similar pertinent information. Advise the CPM and CONSULTANT as soon as possible when such events are known.

PART 2 - PRODUCTS -Not Used

PART 3 - EXECUTION

3.01 GENERAL COORDINATION PROVISIONS

Inspection of Conditions: Inspect conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected and accepted by the CPM.

END OF SECTION 01040 - PROJECT COORDINATION

SECTION 1045 CUTTING AND PATCHING

PART 1 - GENERAL
1.01 Description

A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other Work, subsequent fitting, and patching required to restore surfaces to original condition.

B. Proceed with cutting and patching at earliest feasible time and complete Work without delay except when work will impact traffic lanes, written approval by the CPM shall be obtained at least 72 hrs before impacting traffic lanes.

C. Execute cutting, fitting, and patching, including attendant excavation and backfill, required to perform Work and to:
   1. Make several parts fit together properly.
   2. Uncover portions of Work to make provisions for installation of ill-timed Work.
   3. Remove and replace defective Work.
   4. Remove and replace Work not conforming to requirements of Contract Documents.
   5. Remove samples of installed Work as required for testing.
   6. Make routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
   7. Uncover Work to allow for CPM's observation of covered Work, which has been covered prior to required observation of CPM.

D. Cutting and patching performed during manufacture of products, or during initial fabrication, erection or installation processes is not considered to be cutting and patching. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching.

E. Refer to other sections of Specifications for specified cutting and patching requirement and limitations applicable to individual units of Work.

F. Do not cut and patch the following categories of Work, without CPM's written acceptance of procedures:
   1. Structural steel.
   2. Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of Work.
   4. Foundation construction.
   5. Bearing and retaining walls.
   7. Exterior wall construction.
   8. Piping, ductwork, vessels, and equipment.
   9. Water, moisture, vapor, air, and smoke barriers, membranes, and flashing.
   10. Noise and vibration control elements and systems.
   11. Control, communication, conveying, and electrical wiring systems.
   12. Primary operational systems and equipment.
G. For new Work, retain original installer or fabricator, or another recognized experienced and specialized firm to perform cutting and patching.

1.02 SUBMITTALS

A. Procedural Proposal for Cutting and Patching:

1. Where prior acceptance of cutting and patching is required, submit proposed procedures for Work well in advance of time Work will be performed.

2. Including the following information, as applicable, in submittal:

   a. Describe nature of Work and how it is to be performed, indicating why cutting and patching cannot be avoided.
   b. Describe anticipated results of Work in terms of change to existing Work, including structural operational and visual changes as well as significant elements.
   c. List products to be used and firms that will perform Work.
   d. Dates when Work is expected to be performed.
   e. List utilities that will be disturbed or otherwise be affected by Work, including utilities that will be relocated and utilities that will be out-of-service temporarily.
   f. Indicate how long utility service will be disrupted.

B. Review of procedural proposal by CPM does not waive CPM's right to later require complete removal and replacement of Work found to be cut and patched in unsatisfactory manner.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to fullest extent possible with regard to visual effect.

B. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

C. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Before cutting, examine surfaces and conditions under which Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with Work.

B. Before start of cutting Work, meet at Work Site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of
potential interference and conflict between various trades. Coordinate layout of
Work and resolve potential conflict before proceeding with Work.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or
integrity of affected portion of Work.

B. Protect other Work during cutting and patching to prevent damage. Provide
protection from adverse weather conditions for that part of project that may be
exposed during or after cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to
adjoining areas.

D. Take precautions not to cut existing pipe, conduit, or duct serving building but
schedule to be relocated until provisions have been made to bypass them.

3.03 CUTTING

A. Cut Work using methods that is least likely to damage work to be retained or
adjoining Work.

B. Use small power tools designed for sawing or grinding, not hammering and
chopping. Cut through concrete and masonry using cutting machine such as
carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly
to size required with minimum disturbance of adjacent Work. To avoid marring
existing finished surfaces, cut or drill from exposed or finished side into
concealed surfaces. Temporarily cover openings when not in use.

C. Bypass utility services such as pipe and conduit, before cutting, where such utility
services are shown or required to be removed, relocated, or abandoned. Cut-off
conduit and pipe in walls or partitions to be removed. After bypass and cutting,
cap, valve, or plug and seal tight remaining portion of pipe and conduit to prevent
entrance of moisture or other foreign matter.

D. Do not cut and patch operational elements or safety related components in a
manner that would result in reduction of capacity to perform in manner intended,
including energy performance or that would result in increased maintenance,
decreased operational life or decreased safety.

E. Do not cut and patch Work in a manner that would result in substantial visual
evidence of cut and patch Work. Remove and replace Work judged by the CPM
to be cut and patched in a visually unsatisfactory manner.

3.04 PATCHING

A. Patch with seams, which are durable and as invisible as possible. Comply with
specified tolerances for Work.

B. Where feasible, inspect and test patched areas to demonstrate integrity of Work.
C. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining Work in a manner which will eliminate evidence of patching and refinishing.

D. Install new products to complete Work in accordance with requirements of Contract Documents.

3.05 ADJUSTING

Remove and replace Work cut and patched in visually unsatisfactory manner, as determined by the CPM and Consultant.

3.06 CLEANING

Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove paint, mortar, oils, putting, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finished is applied.

END OF SECTION 01045 - CUTTING AND PATCHING

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Data furnished by the COUNTY, the CPM or the CONSULTANT 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 CONTRACTOR. The CONTRACTOR shall preserve all reference points and benchmarks furnished by the COUNTY, the CPM or the CONSULTANT.

B. The CONTRACTOR 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, CPM or the CONSULTANT will establish horizontal and vertical control points only. The CONTRACTOR is thereafter responsible to maintain these control points for use by subsequent CONTRACTORS.

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

D. The CONTRACTOR shall establish the building grades, lines, levels, column, wall and partition lines required.

E. The CONTRACTOR shall calculate and measure required dimensions indicated
within recognized tolerances and should not scale drawings to determine dimensions.

F. The CONTRACTOR shall advise subcontractors performing Work of marked lines and levels provided for use in layout of Work.

1.02 SURVEY

A. 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.

B. The CONTRACTOR 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 Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

C. Procedure: The CONTRACTOR shall:

1. Verify layout information indicated in relation to property survey and existing benchmarks, before proceeding with layout of actual Work.
2. As Work proceeds, check major element for line, levels, and plumb.
3. Maintain accurate surveyor’s log or record book of such checks, available for CPM’s and CONSULTANT’s reference at reasonable times.
4. Record deviations from required lines and levels.
5. Advise CPM promptly upon detection of deviations exceeding indicated or recognized tolerances.
6. Record deviations, which are accepted on Project Record Drawings.

1.03 RECORDS: The CONTRACTOR shall:

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

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

C. Final Property Surveys: The CONTRACTOR shall:

1. Immediately before time of Substantial Completion, prepare final property survey showing significant features resulting from construction of project.
2. Include on survey certification, signed by surveyor, to the effect that principal lines and levels of project are accurately positioned as shown on survey.

D. Survey Copies: Furnish two (2) copies of survey data, except furnish ten (10) copies of final property survey. Surveys shall also be provided in CAD and PDF Format on a CD.
E. Records of Actual Work: Furnish four (4) copies, one of which will be returned for inclusion in Project Record Documents as specified in Contract Closeout Section 01770. Records of Actual Work shall also be provided in ACAD and PDF format on a CD when required by the CPM.

1.04 UNDERGROUND OBSTRUCTIONS

A. Pipe lines, existing underground installation, and underground structures in vicinity of Work are shown on Drawings according to best information available.

B. The CONTRACTOR shall verify location of underground pipelines, conduits, and structures by hand probing in advance of excavation.

C. The CONTRACTOR shall request written permission from the CPM five (5) business days before initiating new construction or demolitions over existing utilities including irrigation.

E. The CONTRACTOR shall repair cuts to existing utilities made during construction process as part of Project Work to the satisfaction of the CPM without an increase to the Contract.

PART 2 - PRODUCT - Not Applicable

PART 3 - EXECUTION

3.01 EXAMINATION

A. 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.

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.

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

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

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

C. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
3.02 PERFORMANCE

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

B. 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.

C. 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 ACAD and PDF format on a CD.

END OF SECTION 01050 - FIELD ENGINEERING

SECTION 01095 REFERENCE STANDARDS AND Definitions

PART 1 - GENERAL

1.01 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

B. "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.

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

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

E. "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.

F. "Furnish": The term "furnish" by CONTRACTOR means to supply and deliver to the Project storage site, and unload, unpack, assemble, and perform similar operations.
G. "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.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "Installer": An installer is the CONTRACTOR or another entity engaged by the CONTRACTOR, 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.

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.

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.

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 CONTRACTOR has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the CONTRACTOR.

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.

J. "Project site" is the space available to the CONTRACTOR 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.

K. "Testing Agencies": A testing agency is a entity engaged by the CONTRACTOR, CONSULTANT, or 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.
A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 18-division format and "MasterFormat" numbering system.

B. 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:

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.

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

1.03 INDUSTRY STANDARDS

A. 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.

B. Publication Dates. CONTRACTOR shall comply with the standards in effect as of the date of the Contract Documents.

C. 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, CONTRACTOR 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.

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. CONTRACTOR shall refer uncertainties to the CPM for a decision before proceeding.

D. 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.

Where copies of standards are needed to perform a required construction
activity, the CONTRACTOR shall obtain copies directly from the publication source and make them available on request.

E. 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.

1.04 SUBMITTALS

Permits, Licenses, and Certificates. For the COUNTY's records, CONTRACTOR 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.

PART 2 – PRODUCTS -Not Applicable
PART 3 - EXECUTION - Not Applicable

END OF SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

SECTION 01110 AIRPORT PROJECT PROCEDURES

PART 1 - GENERAL

1.01 AIRPORT OPERATIONS

Airport operations shall be maintained throughout this Contract. The CONTRACTOR shall in no way curtail or handicap normal operational characteristics of the airport facility except as specifically indicated and specified in the Contract Documents.

1.02 PERMITS, LICENSES AND TAXES

A. CONTRACTOR shall secure all permits, arrange for all inspections and similar procedural items as required by the code enforcement authorities having jurisdiction.

B. The CONTRACTOR shall procure all necessary and required licenses in accordance with the General Conditions provisions of Work Package 302 CONTRACT.

1.03 VERIFICATION OF EXISTING CONDITIONS

The CONTRACTOR shall familiarize himself as to the existing conditions. Should the CONTRACTOR discover any inaccuracies, errors, or omissions between the actual existing conditions and the Contract Documents, he shall
notify the CPM in writing within three (3) calendar days. CONTRACTOR shall use a RFI to describe the conditions, identify applicable drawings and specifications, and include other backup that would allow the Consultant to respond to the RFI.

1.04 MAINTENANCE OF TRAFFIC

A. It is the explicit intention of the Contract that the safety of aircraft, the public, 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 their own operations and the operations of all their subcontractors as specified in Section 01540 - CONSTRUCTION SAFETY PLAN AND SECURITY REQUIREMENTS. It is further understood and agreed that the CONTRACTOR shall furnish and install for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft.

B. The cost of maintaining the vehicular traffic specified in the Contract Documents shall be included in CONTRACTOR’s Construction General Conditions.

C. Active aviation and other public areas exist in and around the Airport. The CONTRACTOR shall not prevent traffic from using these areas. The Work shall be coordinated with the CPM, the Director of Aviation, FAA, CBP, TSA 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 CONTRACTOR to protect employees, the public and the Work.

D. Should it be necessary for the CONTRACTOR to complete portions of the Contract Work for the beneficial occupancy of the County prior to completion of the whole Work, such “phasing” of the Work shall be specified herein or indicated on the Drawings. When so specified, the CONTRACTOR shall complete such portions of the Work on or before the date specified or as otherwise specified.

E. If the CONTRACTOR, with the concurrence of the CPM, elects to complete one increment of Work prior to completion of the whole Work, the County may at its sole discretion accept the Work for beneficial occupancy. Such acceptance shall not waive CONTRACTOR’s duty to complete the Work in accordance with the Contract.

F. 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.

G. The CONTRACTOR 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.

1. Beginning Date of CONTRACTOR's Responsibility. The CONTRACTOR's responsibility for maintenance of traffic shall begin on the day he 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.

2. Number of Traffic Lanes. CONTRACTOR shall close no more than one (1) lane on each roadway and ramp. Unless otherwise specified, the effective width of each lane used for maintenance of traffic shall be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices shall not encroach on lanes used for maintenance of traffic. All closures on any traffic lanes shall be coordinated with the CPM a minimum of seventy-two (72) hours prior to any closure.

3. High Traffic Areas. When the Work is in or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.

H. At appropriate times during the performance of Construction Services, the CONTRACTOR shall be responsible for performing daily inspections, including weekends and holidays with some inspection at night time, of the installations 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.

I. Sections Not Requiring Traffic Maintenance: CONTRACTOR shall not be required to maintain traffic over those portions of the Project where no Work is to be accomplished or where construction operations will not affect existing roads. CONTRACTOR, however, shall not obstruct nor create a hazard to any traffic during the prosecution of the Work and shall be responsible for repair of all damage to existing pavement or facilities caused by his operations.

J. Traffic Plan: The CONTRACTOR shall present his 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 CONTRACTOR's activities. In no case may the CONTRACTOR 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.
K. 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 CONTRACTOR's employees shall utilize the designated CONTRACTOR employee parking area.

Adequate accommodations for intersecting and crossing traffic shall be provided and maintained and, except where specific permission is given, no road or street crossing the Project shall be blocked or unduly restricted.

L. The State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, sets for the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers, which are necessary to protect the public and workmen from hazards within the Project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particular hazardous conditions exist.

M. 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 CONTRACTOR. The required traffic control devices, warning devices and barriers shall be erected by the CONTRACTOR prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The CONTRACTOR shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

1. The CONTRACTOR 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 CONTRACTOR.

2. When needed, the CONTRACTOR shall assign one of his 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 Contract. 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.

N. Furnishing of Devices and Barriers: The CONTRACTOR shall furnish all traffic control devices (including signs), warning devices, arrow boards, and barriers.

1. When the Work requires closing an AOA of the Airport or portion of such area, the CONTRACTOR shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements specified in the Contract Documents as applicable, or of FAA Advisory Circular 150/5340-1E, or current version, "Marking of Paved Areas on Airports."
2. The CONTRACTOR shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing Work, which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the CONSULTANT.

3. Refer to Section 01540 - CONSTRUCTION SAFETY PLAN AND SECURITY REQUIREMENTS for additional requirements.

O. 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.

P. Flagmen: The CONTRACTOR 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 CONTRACTOR's operations, and in other situations as may be required by the standards established herein.

Q. CONTRACTOR Signing: The CONTRACTOR may furnish and install construction traffic directional signs along the existing traffic route. The signs shall depict CONTRACTOR's logo or name, directional arrows and "deliveries." Signs shall be of sufficient size to have 6" high message and shall be located at each decision point. The CPM shall approve all signs and their locations. NO OTHER SIGNS ARE PERMITTED WITHIN THE AIRPORT COMPLEX.

R. Material Deliveries: The CONTRACTOR shall make his own material and equipment deliveries. Vendors or suppliers shall make no deliveries without a representative of the CONTRACTOR being present to coordinate it.

S. 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.

T. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, give the CPM a minimum of seventy-two (72) hour's notice prior to the event.

U. Interference Request:

1. The CONTRACTOR 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).

2. The request shall include a traffic control plan indicating barricades, lighting and flagmen where required.

3. Such notification shall be made as soon as possible but in no case less than seventy-two (72) hours prior to the interference.
4. It is suggested that the CONTRACTOR 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 CONTRACTOR has received back a copy of the approved interference request form.

V. Personnel Traffic:
1. General: All construction personnel shall be restricted to construction areas. Construction personnel working in areas outside the project limits shall wear shirts and sleeves and long pants at all times.
2. Walkways: When walking from the CONTRACTOR's parking lot to the job site, existing walkways and crossings shall be used. The CONTRACTOR shall not use vehicle traffic lanes as walkways.
3. Elevators/Escalators: Existing elevators and escalators shall not be used at any time for the transporting of construction personnel or construction materials.
4. Use of Public Areas: The CONTRACTOR's workmen shall not utilize public areas for taking their "work breaks" or "lunch breaks." The CPM upon request can designate areas for this purpose. Any workmen shall use no Public Toilets at any time.
5. Use of Restaurants: The CONTRACTOR's personnel shall not use restaurants, lounges, or other concession areas within the Airport.

W. Character of Workmen.
1. 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 Documents.
2. All workers shall have sufficient skill and experience to properly perform 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.
3. Any person employed by the CONTRACTOR or by a subcontractor who, in the opinion of the CPM, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the CPM, be removed forthwith by the CONTRACTOR or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the CPM.
4. Should the CONTRACTOR fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the CPM may suspend the Work by written notice until compliance with such orders.
1.05 METHODS AND EQUIPMENT

A. All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

B. 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 Documents.

C. When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the CPM. If the CONTRACTOR desires to use a method or type of equipment other than specified in the Contract, he may request authority from the CPM to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the CONTRACTOR will be fully responsible for producing work in conformity with the Contract Documents. If, after trial use of the substituted methods or equipment, the CPM determines that the Work produced does not meet Contract Documents, 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 CPM may direct. No change will be made in basis of payment for the Contract Items involved or the Contract Time as a result of authorizing a change in methods or equipment under this Section.

1.06 HOURS OF WORK

Work hours shall comply with the Project Schedule requirements. Work may proceed at any time (24 hours a day).

1.07 DAILY CLEAN-UP AND TRASH REMOVAL

A. Debris from this Work shall be promptly removed from the site as required or at least weekly as required by the CPM. Debris shall not be allowed to become a hazard to the safety of the public or enter the AOA. Areas occupied by the County and Building Tenants shall be kept clean at all times. Any dumpsters utilized shall be covered sufficiently to prevent debris from entering or contaminating the airfield.

B. The CONTRACTOR shall be responsible for clean-up and trash removal. Accumulation of trash debris will not be allowed and the CPM may at any time direct the CONTRACTOR to immediately remove his trash and debris from the site of the Work when in the opinion of the CPM such trash constitutes a nuisance or in any way hinders the Work or the Airport’s operations. If the CONTRACTOR should fail to remove his trash and debris from the site of the
Work in a timely manner, the CPM may have this Work performed and deduct the cost of such from CONTRACTOR's payment.

1.08 CLEANING AND PROTECTION

A. During handling and installation of Work at the Project Site, CONTRACTOR shall clean and protect Work in progress and adjoining Work on the basis of continuous daily maintenance. CONTRACTOR shall also apply protective covering on installed Work to ensure freedom from damage or deterioration.

B. CONTRACTOR shall clean and perform maintenance on installed Work as frequently as necessary through the remainder of the construction period and adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures of Work. To the extent possible through appropriate control and protection methods, CONTRACTOR shall supervise performance of the Work in such a manner and by such means which will ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures
5. Light.
6. Puncture.
7. Abrasion.
8. Heavy Traffic.
11. High speed operation, improper lubrication, unusual wear.
12. Improper shipping or handling.
13. Theft.

D. Protection at Openings. CONTRACTOR shall provide protection at all openings in structures and finishes to maintain the building weather and dust tight as required to protect fixtures and equipment. All protection shall be of solid material and substantial so that it will not be disturbed by wind and weather normal to the area and season, and also tight-fitting to prevent noise infiltration.

E. Protection of Improvements:

1. Damage to Existing Facilities. Existing surfaces and materials of the County's property not requiring Work by the Contract Documents that are damaged by the CONTRACTOR's operation shall be immediately
repaired. Repaired surfaces and materials shall reasonably match existing adjacent undamaged surfaces and materials as determined by the CONSULTANT/CPM. Repair Work shall be coordinated with the CPM with regard to time and method.

2. All airport roads used by the CONTRACTOR during construction shall be restored and/or replaced to their original condition.

3. Accidental Demolition: All structures or parts thereof that may become damaged due to accident or CONTRACTOR's error shall be restored to their original condition without increasing the Contract. Materials and equipment being used in the repair or replacement resulting from damage shall be new and shall perform at the manufacturer's published capacities. If the existing equipment or materials cannot be identified, or if unavailable, the selection of the replacement will be subject to approval by the CPM in writing.

F. County's Standards of Construction:

   a. ANY PRODUCT OR MATERIAL THAT CONTAINS ASBESTOS MATERIAL SHALL NOT BE PERMITTED ON THIS PROJECT.
   b. ANY LEAD-CONTAINING PAINT SHALL NOT BE USED ON THIS PROJECT.

2. Building.
   a. Materials and finishes used in the Work shall have a fire rating at least equal to the rating required for the type space in which the Work is to be performed.
   b. No Work shall be performed which, when complete, will result in the degradation of the fire rating for the space.
   c. Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall shall be patched with 5/8" Type X fire code sheetrock to the satisfaction of the CPM.
   d. Any ceiling access panel now existing shall remain in its present location and cannot be covered in a manner to prevent access.
   e. Any ceiling, other than CONTRACTOR's own space, that must be accessed or crossed from above, will be done only with prior permission of the CPM.
3. Electrical and Building Permits.
   a. All Broward County Permits shall be obtained and displayed at the Work site.
   b. All Work shall conform to all applicable codes.

In addition, the County requires:

1. All conductors (power, lighting, control or communication) shall be placed in conduit or routed by way of existing approved cable trays.

2. ALL CONDUITS SHALL BE CONCEALED. (Special permission may be granted for exposed conduit in shop areas or some other places that are completely removed from office, commercial and public areas).

3. Drawings show all Work to be performed. Drawings show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current.

3. A manufacturers drawing shall be submitted on all new light fixtures showing type and size.

G. Overhead Protection:

1. No crane loads or other construction equipment shall cross over non-construction personnel, their travel ways to include, but not be limited to: walkways, roadways, or passenger transfer system tracks unless approved in writing by the CPM.

2. The plan of operation of cranes and other hoisting equipment shall be established in writing by the CONTRACTOR. This plan of operation shall be subject to approval by the CPM.

3. Specific areas affected by construction may require protective covering. These protective coverings, if required, shall be adequate to insure the protection of life and property and the continuous operation of the Airport. The layout and location of the protective systems shall be subject to review and rejection by the CPM. Structural integrity of protection systems shall be the responsibility of the CONTRACTOR.

4. The use of helicopters to lift, place or otherwise maneuver equipment is expressly prohibited.

1.09 CONSERVATION AND SALVAGE

1. It is a requirement for supervision and administration of the Work that construction operations be carried out with the maximum possible
consideration given to conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the Work but not incorporated therein.

2. Refer to other sections for required disposition of salvage materials, which are the County's property.

PART 2 – PRODUCTS - Not Used
PART 3 – EXECUTION - Not Used

END OF SECTION 01110 - AIRPORT PROJECT PROCEDURES

SECTION 01255 CPEAM PROCEDURES

PART 1 GENERAL

1.01 SUBMITIALS

Submit name of the individual authorized to execute CPEAM documents, and be responsible for informing others in CONTRACTOR's employ or Subcontractors of changes to the Contract Price Elements and the Work.

1.02 DOCUMENTATION OF CHANGE IN CONTRACT PRICE ELEMENTS

A. Maintain detailed written daily 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 Contract Price Elements.

B. 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.

C. For all proposed changes to the Contract Price Elements, provide additional data to support computations:

1. Quantities of products, labor, and equipment.
2. Taxes, insurance, and bonds.
3. Overhead and profit.
5. Credit for deletions from Contract, similarly documented.
6. Bid Tabulation Sheets

D. Time Impact Analysis:

1. For all proposed CPEAM's where a change of project time is anticipated, CONTRACTOR 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:

a. A schedule sub-net demonstrating how the CONTRACTOR proposes to incorporate the Work of a proposed change of Contract Price Element into the Baseline Schedule based upon the anticipated date an authorizing CPEAM is issued to the CONTRACTOR.

b. The status of construction at that point in time.

c. 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 Contract Price Element(s).


3. When the CONTRACTOR does not submit a Time Impact Analysis for a proposed change of Contract Price Element as an attachment to 01260b, Change Order Request (Proposal), then it is mutually agreed that the particular resulting CPEAM has no effect on contract time except as otherwise allowed elsewhere within the Contract Documents.

4. When approved by the County, the sub-nets associated with that particular CPEAM shall be incorporated into the Baseline Schedule by the CONTRACTOR during the first update after such approval.

1.03 CONTRACT PRICE ELEMENT CHANGE PROCEDURES

A. Contract Change Orders:

1. The Consultant or CPM may issue a Document 01260a: Proposal Request which may include a detailed description of a proposed change to the Contract Price Elements with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.

   a. CONTRACTOR shall prepare and submit an estimate within 14 days after receipt of the Proposal Request in the form of Document 01260b, Change Order Request (Proposal) and supporting documentation as specified above and as might be required by the Consultant or the County.

   b. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

2. The CONTRACTOR may propose a change to the Contract Price
Elements by submitting a request for change on Document 01260b, Change Order Request (Proposal) to the CPM or Consultant, 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 Sum/Price and Contract Time with full documentation as required above and a statement describing the effect on Work by separate or other CONTRACTORS.

a. Provide additional detail regarding the proposed change as required by CPM, CA or Consultant including the cause and origin of the proposed change.

b. Such proposals by the CONTRACTOR are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

B. Contract Price Element Reallocation, Preparation of Proposed CPEAM's:

1. Contract Administrator shall provide standardized CPEAM forms (including final CPEAM documents necessary for the calculation of shared savings). CONTRACTOR shall utilize Contract Administrator's standardized CPEAM forms. Customization of the Contract Administrator's standardized CPEAM forms may be allowed with the Contract Administrator's prior written authorization if necessary to accurately portray unique project conditions.

2. When CPM, Consultant and Contract Administrator's staff have reviewed and conceptually approved the CONTRACTOR's proposal (Document 01260b), the CONTRACTOR shall prepare a draft Contract Price Element Adjustment Memorandum (CPEAM) for the Contract Administrator's consideration.

3. CONTRACTOR shall submit draft CPEAM's to the CPM and Consultant for review and signature. Once signed by CPM, the CONTRACTOR shall convene a meeting with the Contract Administrator to review the draft CPEAM. That meeting shall include the Consultant, CONTRACTOR, Contract Administrator and CPM, the County's Project Manager and members of the Contract Administrator's administrative staff. CONTRACTOR shall provide final CPEAM's reflecting the outcome of the review and approval meeting for the Contract Administrator's signature with appropriate backup to illustrate the transactions delineated on the CPEAM.

4. Changes to the Contract Price Elements or CPEAM's which are critically needed to facilitate the continuing progress of the Work should be so identified on the submitted Document 01260b or 01260e, Change Order Request (Proposal). The CA may issue Document 01260b or 01260e, Construction Change Directive, directing the CONTRACTOR to proceed with Work related to a critically required CPEAM.

1.04 EXECUTION OF CPEAM's
CONTRACTOR shall prepare CPEAM forms and obtain Contract Administrator's signature through the CPM. CPEAM's shall not be considered in effect until signed by the Contract Administrator.

1.05 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized CPEAM.

B. 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 CPEAM, and resubmit.

C. Promptly enter changes in Project As-Built Documents.

PART 2 PRODUCTS -Not Used

PART 3 EXECUTION -Not Used

END OF SECTION 01255 - CPEAM PROCEDURES

SECTION 01260 CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUBMITTALS

Submit name of the individual authorized to receive change documents, and be responsible for informing others in CONTRACTOR's employ or Subcontractors of changes to the Work.

1.02 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

A. 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.

B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

C. For all Change Order Proposals, provide additional data to support computations:

1. Applicable Contract Document Sections
2. Quantities of products, labor, and equipment.
3. Taxes, insurance, and bonds.
4. Overhead and profit.
6. Credit for deletions from Contract, similarly documented.

D. Support each claim for additional costs, and for work done on a cost plus price basis, with additional information:
1. Origin and date of claim.
2. Name of the Owner’s authorized agent who ordered the work and the date of the order.
3. Dates and times work was performed, and by whom.
4. Time records, summary of hours worked and wage rates paid.
5. Original invoices and receipts for:
   a) Products used, including a listing of quantities.
   b) Equipment used, including a listing of dates and times of use.
   c) Subcontracts, similarly documented.

E. Time Impact Analysis:

1. For all Change Orders and Supplemental Instructions where there has been no agreement as to the change’s impact on project time, the CONTRACTOR 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:
   a) A schedule sub-net demonstrating how the CONTRACTOR proposes to incorporate the change order or delay into the Baseline Schedule based upon the date the Change Order or Construction Supplemental Instruction is issued to the CONTRACTOR.
   b) The status of construction at that point in time.
   c) 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.

2. Submit the Time Impact Analysis as an attachment to each submitted Document 012508, Change Order Request Proposal or within seven (7) days of receipt of a Construction Supplemental Instruction or other event which might delay with progress of the Work.

3. When the CONTRACTOR does not submit a Time Impact Analysis for a specific change order or delay as an attachment to 012508, Change Order Request Proposal, or within the time frames specified for supplementary instructions or other delays, then it is mutually agreed that the particular Change Order, or supplementary instruction delay has no effect on contract time except as otherwise allowed elsewhere within the Contract Documents.

4. When approved by the Owner, the sub-nets associated with that particular Change Order, Supplementary Instruction or other delay shall be incorporated into the detailed construction schedule by the CONTRACTOR during the first update after such approval.

1.03 CHANGE PROCEDURES

A. CPM will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing Supplemental Instructions on Document 01260F, Consultant’s Supplemental Instructions.
B. The CPM may issue a Document 01260A: Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.

1. CONTRACTOR shall prepare and submit an estimate within 14 days after receipt of the Proposal Request in the form of Document 01260B, Change Order Request Proposal and its required supporting documentation including Documents 01260C, Proposal Worksheet Detail, 01260D, Proposal Worksheet Summary and other required documentation as specified above and as might be required by the Consultant or the Owner.

2. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

C. The CONTRACTOR may propose a change by submitting a request for change on Document 01260B, Change Order Request Proposal 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 Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other CONTRACTORs, the Owner's forces or others.

1. Required supporting documentation includes Documents 01260C, Proposal Worksheet Detail, 01260D, Proposal Worksheet Summary, a Time Impact Analysis, and other required documentation as specified above and as might be required by the Consultant or the Owner.

2. Such proposals by the CONTRACTOR are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

D. Preparation of Change Order Items:

1. The CPM will prepare a Change Order Item for the Owner and submit it to the CA for consideration.

2. Upon the recommendation of the CA, the Change Order will be prepared for consideration by The Broward County Board of County Commissioners.

3. Change Orders which are critically needed to facilitate the continuing progress of the Work should be so identified on the submitted Document 01260B, Change Order Request Proposal. The Owner may issue Document 01260E, Construction Change Directive, directing the CONTRACTOR to proceed with Work related to a critically required Change Order which is under consideration, but not yet approved, by The Broward County Board of County Commissioners.

1.04 CONSTRUCTION CHANGE DIRECTIVE

A. CPM may issue Document 01260E, Construction Change Directive, signed by the Owner, instructing the CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order.
B. Document 01260E, Construction Change Directive, is a written order prepared by the CPM and signed by the Owner and the Consultant, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner 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, the Contract Sum and Contract Time being adjusted accordingly.

C. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or where Broward County’s process for consideration of a Change Order would unreasonably, at the Owner’s discretion, prohibit the CONTRACTOR from completing time critical elements of the Work.

D. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the methods specified in this Specification Section and in the other applicable Contract Documents.

E. Upon receipt of Document 01260E, Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work involved and advise the Consultant of the CONTRACTOR’s agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum.

F. A Construction Change Directive signed by the CONTRACTOR indicates the agreement of the CONTRACTOR therewith, including adjustment in Contract Sum 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 Owner.

G. Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by an Owner approved Change Order. As such, the CONTRACTOR may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Owner approves the changes and a Change Order, is issued to the CONTRACTOR.

1.05 LUMP SUM PRICE CHANGE ORDER

Content of Lump Sum Price Change Orders shall be based on:

1. Consultant’s Document 01260A, Proposal Request and CONTRACTOR’s responsive Document 01260B, Change Order Request Proposal, as mutually agreed between the Owner and the CONTRACTOR.

2. CONTRACTOR’s Document 01260B, Change Order Request Proposal, as recommended by the Consultant and approved by the Owner.

3. Owner and Consultant will issue and sign, Change Order as authorization for the CONTRACTOR to proceed with the changes.

4. CONTRACTOR shall sign and date the, Change Order to indicate agreement with the terms therein.
UNIT PRICE CHANGE ORDER

A. Content of Unit Price Change Orders shall be based on either:

1. The Consultant's definition of the scope of the required changes.

2. CONTRACTOR's Document 01260B, Change Order Request Proposal, for a change as recommended by the Consultant and approved by the Owner.

B. Amounts of the unit prices:

1. Shall be those unit prices previously submitted on Document 01270a, Schedule of Unit Prices, during bidding or as applicable, those submitted on Bid Form.

2. Or, in the absence of previously submitted unit prices, unit prices shall be developed and mutually agreed to by the Owner and the CONTRACTOR. In cases where the Owner and the CONTRACTOR cannot mutually agree, a reasonable unit price will be determined by the Consultant and utilized by the Owner and CONTRACTOR as the basis of similar Unit Price Change Orders that may occur during the remainder of the Contract term.

C. 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:

1. Owner and Consultant will sign and date the Change Order as authorization for the CONTRACTOR to proceed with the changes.

2. CONTRACTOR shall sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to the start of the Work:

1. The CPM and Owner will issue Document 01250e, Construction Change Directive, directing the CONTRACTOR to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.

2. At the completion of the changes:

   a) The CONTRACTOR shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.

   b) The CPM will review and evaluate the cost of such Work based on the established unit prices and quantities used.

3. CPM will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.

4. Changes to the Contract shall only become effective upon approval of the Change Order by The Broward County Board of County Commissioners.
1.07 COST PLUS PRICE CHANGE ORDER

A. The CPM and Owner will issue Document 01250E, Construction Change Directive directing the CONTRACTOR to proceed with the changes.

B. At completion of the change, the CONTRACTOR shall submit an itemized accounting and supporting data as required in Article 1.04 above.

C. The CPM will review and evaluate the cost of such work, the required documentation, and the CONTRACTOR’s calculations of dollar cost and time.

D. The CPM or the Owner may observe the progress of the Work related to Cost Plus Price Change Orders on a full-time basis or as necessary to substantiate the Work.

E. The CPM will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.

F. Changes to the Contract shall only become effective upon approval of the Change Order by The Broward County Board of County Commissioners.

1.08 EXECUTION OF CHANGE ORDERS

Execution of Change Orders: Contract Administrator, through the CPM will issue Change Orders for signatures of parties.

1.09 CORRELATION OF CONTRACTOR SUBMITTALS

A. 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 Sum/Price.

B. The original contract sum 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.

B. 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.

C. Promptly enter changes in Project Record Documents.

PART 2  PRODUCTS -Not Used
PART 3  EXECUTION - Not Used

Change Request forms follow.
To: (Contractor)

Proposal Request No.: _______ Date: _______

Project No: ________
Project Title: ________
Facility Name: ________

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described below.

This is not a Change Order nor a direction to proceed with the Work described below.

Description: (Written description of the Work)

Attachments: (List attached documents that support description):

Project Consultant: ________

By: (Signature)
# Change Order Request (Proposal)

**To:** [Project Consultant]  

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This Change Order Request (Proposal) contains an itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents based on Proposal Request No. or other conditions which require this Proposal.

**Description of Proposed Change:**

**Attachments**

Reason for Change:

Does Proposed Change involve a change in Contract Sum or Time?  

- [ ] Yes  
- [ ] No  

**Proposed Change in Contract Sum:**

**Proposed Change in Contract Time:**

**Attached Pages:**  
- [ ] Proposal Worksheet Summary  
- [ ] Proposal Worksheet Detail(s)

**Contractor:**  

By: (Signature)

**Attached is supporting information from:**  
- [ ] Subcontractor  
- [ ] Supplier  
- [ ]

---

Broward County Aviation Department  
Change Order Request (Proposal)  
V. 7/27/2018
Document 01260C: Proposal Worksheet Detail

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Subtotal: (Enter this number on Worksheet Summary)

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Subtotal: (Enter this number on Worksheet Summary)

Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315
Document 012600D – Proposal Worksheet Summary

To: ____________________________

Proposal Request No.: __________
Change Order Request No.: ________

(Project Consultant)

Project No.: _____________________
Project Title: ____________________
Facility Name: ____________________

Date Prepared: ____________________
From/Trade: ______________________
Contact: _________________________
Phone: __________________________

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Subtotal Additions: ______________________

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Subtotal Deductions: ______________________

Subtotal (Additions - Deductions):
10% Subcontractor's Overhead
10% Subcontractor's Profit
1% Bond Allowance
Total ______________________

Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 15

Document 012600D
Proposal Worksheet Summary
V. 7/27/2019

Z0995302C1 Site Preparation and NAVAIDS Infrastructure 229
Document 01260E – Construction Change Directive

To: (Contractor)  
Project No:  
Project Title:  
Facility Name:  

Directive No.: Date:  

Description of Directed Change:  
You are hereby directed to make the following change(s) in this Contract:

Proposed Adjustments
1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
   - Lump Sum
   - Increase
   - Decrease
   - As provided in Specification Section 01250, Contract Modifications.
   - As follows:

2. The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an
   - ☐ increase of _____ days.
   - ☐ decrease of _____ days.

When signed by the Consultant and the County and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor’s Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.

Project Consultant  
By:  
Date  

Owner  
By:  
Date  

Contractor  
By:  
Date  

Broward County Aviation Department  
Construction Change Directive  
V. 7/27/2010
**Document 01260F – Consultant's Supplemental Instructions**

To: __________________________

Instruction No.: __________________

Date: __________________

(Contractor)

Project No: __________________

Project Title: __________________

Facility Name: __________________

You are hereby notified that the Work shall be carried out in accordance with the following supplemental instructions issued in accordance with and reasonably inferable from the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding with these instructions, indicate your acceptance of these instructions for a minor change to the Work as consistent with the Contract Documents and return a copy to the Project Consultant.

Description of Interpretation or Minor Change: (Written description of the Work)

Attachments: (List attached documents that support description):

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<td>By: (Signature)</td>
<td>By: (Signature)</td>
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Copies:  
- Project Manager  
- Consultants  
- Other:  

---

Broward County Aviation Department
Supplemental Instructions
V. 11/27/2010

Document 01260F

END OF SECTION 01260
SECTION 01315 PROGRESS SCHEDULES (COMPUTERIZED CPM)

PART 1 - GENERAL

1.01 REQUIREMENT INCLUDED

A. Procedures of preparation and submittal of schedules, updated progress schedules and periodic updating. The CONTRACTOR shall prepare and maintain a schedule in accordance with the requirements of this Section. The requirement for a schedule is included to:

1. Assure adequate planning and execution of the Work by the CONTRACTOR.
2. Assure coordination of the Work of the CONTRACTOR with other CONTRACTORS, subcontractors, and suppliers.
3. Assure coordination of the work between the CONTRACTOR and the Design Professional, BCAD, or the CPM.
4. Assure coordination of any adjacent Work being performed for BCAD.
5. The CONTRACTOR and CPM shall evaluate:
   b. Monitor Monthly Work Progress / Progress Payments
   c. Proposed changes to Contract or schedule.

B. The CONTRACTOR and Major subcontractors (i.e. MEP subcontractors) shall participate in joint review meetings.

C. All updated progress schedule submittals shall include:

1. Schedule
   a. Preliminary Schedule or
   b. Current approved Baseline Schedule
2. Network Diagram
3. Summary Bar Chart
4. Two Week Look-ahead Schedule
5. Electronic copy of schedule files
D. The CONTRACTOR shall meet with the CPM and the BCAD Project Manager within seven (7) calendar days after notice of Contract Award to conduct a joint review meeting to evaluate the Consultant's schedule, the PMO's schedule and controlling items of Work to assure mutual understanding of the Work constraints. Some activities may be contemplated, even though those activities are without specific start/stop dates or durations, for purposes of developing the schedule(s). Such activities shall consider reasonable estimated start/stop times and durations, (i.e. Early Investigative Work), while conforming to the substantial completion and intermediate milestone dates.

E. The CONTRACTOR shall be responsible for assuring all work sequences are logical and the Network shows a coordinated plan for complete performance of the Work. Failure of the CONTRACTOR to include any element of work required for performance of the Contract in the Network shall not excuse the CONTRACTOR from completing all Work within the Contract Time.

F. CONTRACTOR is responsible for monitoring the accuracy and updating the schedules as of the end of each month, or as required by the CPM, to validate current schedule. The updated schedule shall be included in the monthly report.

1.02 GENERAL

A. The construction of the project shall be planned, recorded and updated utilizing the Critical Path Method Scheduling. In addition, all schedules will be cost loaded and resource loaded. The CONTRACTOR shall use scheduling software for Windows based operating software, or such other type of cost loaded schedule as the CPM may approve, but must be 100% compatible with Primavera P6. It will be used for coordination, monitoring and payment of all work under the Contract including all activities of the CONTRACTOR, subcontractors, vendors and suppliers.

B. The CONTRACTOR's and/or subcontractor's timely execution or performance of all construction related activities shall be in strict compliance with the approved Baseline Schedule. Means and methods of construction in accordance with the Contract Documents will remain the sole responsibility of the CONTRACTOR.

C. SCHEDULE REPRESENTATIVE / QUALIFICATIONS

1. Within seven (7) calendar days after notice of Contract Award, the CONTRACTOR shall designate in writing a schedule representative in the CONTRACTOR's organization who shall be responsible for coordinating with the CPM during preparation and maintenance of the schedule. The CONTRACTOR shall submit documentation stating their scheduling representative has minimum of five (5) years experience in scheduling construction work of a complexity comparable to this project.

D. COMPUTER PRODUCED SCHEDULE
1. The Schedule shall be developed with software compatible with Primavera Project Planner (P6) in order to facilitate the Precedence Diagram Method (PDM).

2. When applicable, the CONTRACTOR shall use the following “Schedule / Level Calculation Options:”
   a. When scheduling activities apply Retained logic
   b. Calculate start-to-start lag from Early start
   c. Show open-ends as non-critical
   d. Schedule durations as Contiguous
   e. Calculate total float as Finish float

3. When applicable, the CONTRACTOR shall use the following “Automatic Cost / Resource Calculation Rules:”
   a. Subtract actual from EAC (Estimate At Completion)
   b. When quantities change, use current unit prices to recompute costs: Budget and Estimate to Complete
   c. Link actual to date and actual this period
   d. Link budget and EAC for non-progressed activities; calculate variance as Budget – EAC.
   e. 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 of the activities in the schedule. Float or slack time is not for the exclusive use of or benefit of either the COUNTY or CONTRACTOR.

1.03 PROCEDURES

A. CONTRACTOR is solely responsible for the preparation, revision and updating of the Baseline Schedule, updated Progress Schedule 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 CONTRACTOR's responsibility.

B. The CPM and BCAD Project Manager will review the Preliminary Baseline Schedule, and 2 week look-ahead schedule, for compliance with the contract requirements as to staging, phasing and time of completion. Acceptance of
these schedules does not imply the CPM’s or the COUNTY’s endorsement and/or responsibility of activity durations or sequence of activities.

C. The Baseline Schedule may be revised from time to time as conditions require, and as accepted by the CPM and CA, provided that nothing in this Section should be construed as authorizing or approving any extension of time, or increase in Contract Price. It is expressly understood and agreed that Contract Time extensions, or increase in the Contract Price, if any, will only be granted in accordance with the applicable requirements of the Agreement.

D. The currently approved schedule will be the basis for interpreting any and all Contract Time associated provisions of the Agreement.

1.04 FORMAT

The schedules 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 from Contract Award through Final Completion and shall indicate the following:

1. Early Start and Early Finish date and total duration in work days (not exceeding 20-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).

2. Beginning and end date and total duration in work days for each Area or portion thereof.

3. Significant milestones, including, but not limited to those agreed upon by the CPM and BCAD Project Manager.

4. Identification of each CONTRACTOR and subcontractor for each work activity.

5. Specific location of each work activity (i.e. floor level, column and row).

6. 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.

7. Detailed schedule of all procurement activities including Request for Bid (RFB), tabulation, selection, CPM and BCAD Project Manager approval and contract execution.

8. The CONTRACTOR shall also provide the following information: work days per week, holidays, number of hours per shift, number of shifts per day, work hours, and proposed schedule of “Utility Shut-downs”. The
CONTRACTOR shall notify the CPM if more than one shift is planned to work on the project. The CONTRACTOR 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.

9. Schedules shall show the sequence and interdependence of all activities required for complete performance of all items of work under this contract, including shop drawing submittals and approvals and fabrication and delivery activities.

10. 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.

11. The Baseline Schedule submitted by the CONTRACTOR shall be cost loaded, accompanied by a computer generated and plotted schedule. CONTRACTOR shall exercise sufficient care to produce clear, legible and accurate diagrams. The Baseline Schedule shall group activities related to specific physical areas on the diagram for ease of understanding.

12. 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 CONTRACTOR or as required by the CPM and incorporated into the CONTRACTOR’s schedule. These additional codes shall follow the general CSI Divisions for all Vertical Construction and Contract Schedule of Values for Horizontal construction.

13. Responsibility Codes shall be assigned to each activity corresponding to the organization responsible for completing the work described by the activity description. As a minimum, a separate responsibility code shall be used for each subcontractor.

1.05 PREPARATION GUIDELINES

A. The Baseline Schedule shall represent a practical plan to complete the work within the Contract Time.

1. A schedule extending beyond the Contract Time will not be acceptable.

2. A schedule showing the work completed in less than the Contract Time may be found by the CPM to be impractical.

3. A schedule found by the CPM to be impractical for the preceding reason or any other reason will be revised by the CONTRACTOR and resubmitted.

4. A schedule showing the work completed in less than the Contract Time, which is found to be practical by the CPM, will be considered to have float. Float is the time between the scheduled completion of the work and the contract Substantial Completion date.
B. The Updated Progress Schedule shall:

1. Be in sufficient detail to assure adequate planning and execution of the work.

2. Be suitable, in the judgment of the CPM, to allow monitoring and evaluation of progress in the performance of the Work.

3. Be a calendar time-scaled logic diagram with a graphical layout illustrating logic ties with an accompanied activity listing identifying detailed predecessors and successors.

4. Include time for the CPM and the CONSULTANT to review submittals or inspect the work.

5. Identify the activities, which constitute the controlling items of work or critical path.

C. COST CORRELATION - EARNED VALUE ANALYSIS - Not Used

1.06 SCHEDULE SUBMITTALS

A. GENERAL SCHEDULE SUBMITTAL FORMAT:

1. 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.

2. 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.

3. Electronic Format: All project files in original file format, as well as pdf file format, shall be copied and submitted on a (CD) compact disk. A project CD shall accompany all CONTRACTOR submissions.

B. PRELIMINARY BASELINE SCHEDULE

1. Within twenty-one (21) calendar days after date of Contract Award Notice-to-Proceed, CONTRACTOR shall provide a Preliminary Baseline Schedule that shall be used to monitor the progress of Work during development and acceptance of the Baseline Schedule. The Preliminary Baseline Schedule submittal shall be based on the joint review meeting between the CONTRACTOR and CPM. The Preliminary Baseline Cost Loaded schedule shall be submitted no later than the submission of the first pencil copy of the Application for Payment for the sub-contracted work.

2. The Preliminary Baseline Schedule must show in detail the activities to be accomplished through the first phase of Pre-Construction Services and Early Investigation Work, as well as an overall preliminary schedule
indicating a comprehensive overview of the Work including an activity line for each major element of the work segments.

3. Additional Preliminary Baseline Schedules may be required to detail the activities for continued phases of Pre-Construction Services and Early Construction Work, as required by the CPM.

C. SCHEDULE DEVELOPMENT

1. Within ten (10) calendar days after date of award of the contract, CONTRACTOR shall revise the Preliminary Schedule for approval by the CPM. This revised schedule must include detailed activities, and should further detail activities of the comprehensive overview. This revised Preliminary Baseline Schedule shall not change the date of Final Completion except as otherwise provided by approved Change Order.

2. Construct the Baseline Schedule to indicate a logical sequence of work activities and durations. Incorporate major restrictions from the availability and use of manpower, material, and equipment. Utilize the Baseline Schedule in planning, scheduling, coordinating and performing the Work under this CONTRACT (including all activities of subcontractors, equipment vendors, suppliers, and relevant third parties – BCAD, FPL, CPM, related / adjacent projects, or others).

3. The Baseline Schedule shall provide sufficient detail and clarity of form and technique so that the Work can be properly monitored by the CPM. The Baseline Schedule shall comply with the various limits imposed by the Scope of Work and by any contractually specified intermediate milestone dates and completion dates. The degree of detail shall be to the satisfaction of the CPM and shall be sufficient to identify:

   a. Structural breakdown of the project
   b. Types of work being performed
   c. Labor trades involved in performing work
   d. Submittal, review, procurement, fabrication, delivery, installation, and testing of major materials and equipment
   e. Delivery / Installation of County-furnished equipment
   f. Interfaces and dependencies with preceding, concurrent, and follow-on CONTRACTORS
   g. Plans for subcontract work
   h. Manpower, material and equipment restrictions
   i. Commissioning / Close Out Processes
j. Contract milestones and phasing
k. Allow for holidays, vacations and non-work days applicable to the schedule

D. SUMMARY BAR CHART

1. The Summary Bar Chart shall be based on activity durations and logic indicated on the Baseline Schedule and Updated Progress Schedules.

2. The CONTRACTOR and the CPM shall jointly select summary level activities.

3. Each summary level activity shall include:
   a. A concise description of the Work represented by the activity.
   b. A time bar indicating planned / actual activity start and finish dates and actual cumulative percent complete at the end of each monthly reporting period.
   c. A status line as of the end of the reporting period.

E. TWO WEEK LOOK-AHEAD SCHEDULE

CONTRACTOR shall provide copies of applicable sections of any Baseline Schedule 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.

F. SCHEDULE REVIEW AND APPROVAL

1. The CONTRACTOR and the CPM shall meet within seven (7) calendar days of receipt of the CONTRACTOR’s Preliminary Baseline Schedule Submittal for joint review of the proposed Preliminary Baseline Schedule. The CONTRACTOR shall revise any areas, which, in the opinion of the CPM, conflict with either the intent of this Section or the timely completion of the Project.

2. In the event the CONTRACTOR fails to define any element of work activity or logic currently designed and the CPM’s review does not detect this omission or error, such omission or error, when discovered by the CONTRACTOR or the CPM, shall be corrected by the CONTRACTOR at the next Updated Progress Schedule (discussed hereinafter).

3. Within seven (7) calendar days after the joint review between the CONTRACTOR and the CPM, the CONTRACTOR shall revise the Preliminary Baseline Schedule in accordance with agreements reached during the joint review and submit the revised Preliminary Baseline Schedule in the same form and detail as the Preliminary Baseline Schedule Submittal.
4. The CPM will review all schedule submissions (Preliminary Baseline Schedule, Baseline Schedule, and monthly Updated Progress Schedules) and return reviewed copy within seven (7) calendar days after receipt. If required, the CONTRACTOR will resubmit the schedule within seven (7) calendar days after return of reviewed copy.

5. Submittal of the CONTRACTOR's Baseline Schedule will be a condition precedent to the making of any progress payments under the Contract. All or part of the progress payments may be withheld for work performed during the first fifteen (15) calendar days without a submittal of a Preliminary Baseline Schedule, or after the first thirty (30) calendar days without a submitted Baseline Schedule. Failure of the CONTRACTOR to obtain approval for the Baseline Schedule during the first ninety (90) days following the date of Notice to Proceed to start work may result in all of the progress payments after 90-calendar days being withheld.

6. Acceptance of the Baseline Schedule by the CPM does not relieve the CONTRACTOR of any of its responsibility for the accuracy or feasibility of the Schedule.

7. In the event that the accepted Baseline Schedule indicates the CONTRACTOR's plan to finish prior to the Contract completion date, the CONTRACTOR and the CPM may execute a Contract modification adjusting the Contract completion date to coincide with the CONTRACTOR's planned finish date at no expense to the County.

G. UPDATED PROGRESS SCHEDULES

1. After the Preliminary Baseline Schedule is accepted, it shall be updated monthly until the Baseline Schedule is approved.

2. After the Baseline Schedule is accepted, the Schedule shall be updated monthly until Final Completion.

3. The Baseline Schedule shall be updated monthly and this monthly update should generate a report that indicates the remaining duration and percent completion for each activity. This report shall be included in the CONTRACTOR's monthly report and is required as a pre-condition of approval of the CONTRACTOR's Request for Payment. Updated Progress Schedules shall:

   a. Indicate progress of each activity to date of submittal and projected completion date of each activity.
      i. Actual dates for activities started and / or completed
      ii. Percentage of work completed by activity
      iii. Estimated remaining duration for each activity in progress
      iv. Cost Percentage Complete
b. Identify activities modified since previous submittal, major changes in scope and other identifiables.

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.

4. The data date for each Monthly Update schedules shall be the 1st day of the month succeeding that month's update period, or as approved by the CA.

5. 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 Updated Progress of the approved Baseline Schedule. Requests for payment will not be processed unless properly submitted as specified.

6. A draft-copy of the monthly Updated Progress Schedule shall be forwarded to the CPM with the Draft-copy of the Application for Payment.

7. A final-copy of the monthly Updated Progress Schedule shall be included in the monthly report and forwarded to the CPM with the Final-copy of the Application for Payment.

8. The Updated Progress Schedule 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:

      i. Activity ID
      ii. Early start and finish
      iii. Description
      iv. Late start and finish
      v. Calendar #
      vi. Target start and type
      vii. Duration
      viii. Target finish and type
      ix. Codes (as required)
      x. Total float
      xi. Percent Completion (Periodic Reports)
      xii. Remaining duration (Periodic Reports)
      xiii. Successor ID, Relationship Type and Lag
      xiv. Predecessor ID, Relationship Type and Lag
b. A written narrative report describing the work physically completed during the progress period; percentage of work physically completed; milestone summary status; plan for the forthcoming report period; discussion of current critical paths; problem areas, current and anticipated; delaying factors and their impact; explanation of corrective actions taken or proposed; and anticipated outcome if corrective action is taken. This written narrative progress summary describing the following:

i. Physical progress during the report period.
ii. Plans for the forthcoming report period.
iii. 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.
iv. Identity of current Critical Path items and those items of work with less than fifteen (15) days of float listed by early completion.
v. Current Projected start and completion dates.
vi. Percentage progress during the last period of each major activity.
vii. Percentage of Change Order completion.
viii. Percentage of total schedule period consumed.
ix. Whether the project is on, ahead of or behind schedule.
x. Amount of remaining schedule float.
xi. Goals for next reporting period (such as progress on activities, or problems).
-xii Proposed revisions to logic and relationships of non-critical activities.
-xiii A financial report with cash expenditure curves and other appropriate graphics from P3. The CONTRACTOR 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.

c. Printout of the Summary Bar Chart indicating progress to the schedule status date.

d. Periodic Reports: Periodic reporting frequency shall be as specified. The following reports shall be prepared by the CONTRACTOR:

i. 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.

ii. 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.

iii. Current Updated Progress Schedule Activity vs. Baseline Schedule Report. This report documents all activities and its early and late drift or variance from the Baseline early and late dates.

9. If the CONTRACTOR’s monthly Updated Progress Schedule reflects, or the CPM determines, that the CONTRACTOR is at least fifteen (15) or more calendar days behind the recognized Baseline Schedule for the Project Milestones or an item of work on which is on the critical path, then the CONTRACTOR shall submit with the monthly Updated Progress Schedule, or within seven (7) days of a written request from the CPM, his proposed plan for bringing the work back on schedule and completing the work by the contract completion date(s).

10. If the monthly Updated Progress Schedule is rejected, the CONTRACTOR shall resubmit the update for approval within seven (7) calendar days. If the resubmittal of the schedule does not occur within seven (7) calendar days, the withholding of progress payments may occur, per paragraph G. 9. of this specification section.

1.07 REVISIONS TO BASELINE SCHEDULE

A. Updating the Schedule to reflect actual progress to date shall not be considered a revision of the Schedule.

B. With the CA’s approval, the CONTRACTOR shall revise the Baseline Schedule when one or more of the following conditions occur:

1. When a change or delay significantly affects any specified intermediate milestone or completion dates.

2. When the CONTRACTOR elects to change any sequence of activities affecting the critical path or to significantly change the previously approved work plan.

3. 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; requires CA approval.

4. Upon issuance of additional Notices to Proceed.

5. Upon subcontract award.

6. When CONTRACTOR receives BCAD Project Manager approval to change the logic per section 1.10 of this section (01315).
C. Submit any revised Baseline Schedule in the same form and detail as the Preliminary Baseline Schedule submittal requirements.

D. Changes in the Baseline Schedule to reflect revisions in the method of operating and scheduling of work shall be made by notifying the CPM in writing, stating reason for the proposed revision(s).

E. Reasonable requests for revisions from the CPM shall be implemented by the CONTRACTOR.

F. Revisions to the Baseline Schedule requested by the CPM will require written response from the CONTRACTOR within fourteen (14) calendar days of the requested revision.

G. Change Orders:

1. Requests for change orders shall include statements as to the effect of the requested change on the CONTRACTOR's schedule and costs. In cases where the requested change has no impact on cost or schedule, statements to that effect shall still be included.

2. As a minimum, a requested change order or time extension which affects the schedule will include a fragnet showing the schedule network logic and durations of any and all added or changed activities to the schedule. This fragnet will only show the changes and/or added activities made necessary by the requested change order. The fragnet must be approved before incorporation into the CONTRACTOR's current accepted Updated Progress Schedule or Baseline Schedule.

3. Incorporation of approved change orders shall reflect impacts on the current Updated Progress Schedule and Baseline Schedule.

1.08 ADJUSTMENT OF TIME FOR COMPLETION

A. Time for Completion will be adjusted only in accordance with this Clause and the Agreement.

B. Any request for adjustment of time for completion 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.

C. Each Time Impact Analysis shall provide information justifying the request and stating extent of adjustment requested for each specific change or alleged delay. Each Analysis shall be on form and content acceptable to the CPM, and shall include, but not be limited to, the general information set forth in this section appropriate to the type of request (change or alleged delay) plus the following:

1. Fragnet schedule illustrating how the change, or the alleged delay, is proposed to be incorporated into the current Updated Progress Schedule.
2. Identification of activities in current Updated Progress Schedule which are proposed to be amended due to change or alleged delay, together with engineering estimates and other appropriate data justifying proposal.

3. Supporting documentation in the form of technical documents, correspondence, daily reports, directives, and / or other forms of documentation relevant to the change or alleged delay.

D. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, wind, and precipitation and / or saturated soil, to ensure completion of all Work within the Contract Time. Seasonal weather conditions shall be determined by an assessment of mean historical climatic conditions based upon the preceding ten (10) year records published for the locality by the U.S. Weather Bureau Service.

1.09 TIME IMPACT ANALYSIS (TIA)

A. When proposed Contract Modifications are initiated or delays are experienced, the CONTRACTOR shall submit to the CPM a written Time Impact Analysis illustrating the influence of each change, delay, or request on any specified intermediate milestone date and the current projected Contract Completion date.

1. Each Time Impact Analysis shall include a fragmet indicating all necessary logic, duration, and demonstrating how the CONTRACTOR proposes to incorporate the change or delay into the Baseline Schedule and any additional supporting evidence / documentation that the CPM deems necessary, per section 1.08.

2. The event times used in the analysis shall be those included in the latest Updated Progress Schedule or as adjusted by mutual agreement to reflect project status at the time the delay occurred or notification of the change was issued.

B. 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 CONTRACTOR shall reflect that amount of time extension in the 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 CPM has made a final determination as to any time extension, the CONTRACTOR shall revise the Baseline Schedule prepared thereafter in accordance with the final decision.

C. It is understood that Schedule Float is not for the exclusive use of either the CPM or the CONTRACTOR. Extensions of time for performance under any and all of the provisions of this Contract will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float along the critical path involved at the time a delay occurred or notification of a change was issued. It is expressly agreed and understood that the CONTRACTOR 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.

D. Upon review and concurrence by the CPM of the Time Impact Analysis to any extension of time for completion of any intermediate contract milestone, time(s) for completion of such milestone(s) will be adjusted by the CPM through the BCAD Project Manager whether or not time for completion of the Baseline Schedule is changed accordingly. The agreed upon impact to the Work shall be incorporated into the Updated Progress Schedule at the next monthly update.

E. Submit three (3) copies of each Time Impact Analysis within seven (7) calendar days after commencement of delay or notice of direction for Change Order is issued.

F. Time Impact Analyses related to Change Order Work and/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 completion date, the CONTRACTOR shall reissue a new Baseline schedule, without status data, to serve as a modified baseline schedule.

1.10 RESPONSIBILITY FOR COMPLETION

A. The CONTRACTOR shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly Updated Progress Schedule. If, in the opinion of the CPM, the CONTRACTOR, due to its own action, falls behind in meeting the Baseline Schedule as presented in the current monthly Updated Progress Schedule, the CONTRACTOR shall take such steps as may be necessary to improve its progress, and the CPM through the BCAD Project Manager may require the CONTRACTOR to increase the hours of work, the number of shifts, the amount of supervision, overtime operations and/or the amount of construction equipment without additional cost to the County. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the CONTRACTOR so elects and gives reasonable notice to the CPM.

B. The CONTRACTOR 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 CONTRACTOR 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 monthly Updated Progress Schedule report in a format similar to that provided by Digger 2.0 software or Schedule Analyzer Pro software.

1.11 PARTIAL PAYMENTS

Requests for partial payment must be accompanied by the Updated Progress Schedule. Requests for payment will not be processed unless properly submitted as specified.
PART 2 – PRODUCTS - Not Used
PART 3 – EXECUTION - Not Used.

END OF SECTION 01315 - PROGRESS SCHEDULES (COMPUTERIZED CPM)

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART - GENERAL

1.01 RELATED DOCUMENTS

Related Sections

DIVISION 01 - GENERAL REQUIREMENTS Section(s):
01313 - CONSTRUCTION SCHEDULING MANAGEMENT SYSTEM
01315 - PROGRESS SCHEDULES (COMPUTERIZED CPM)

1.02 DESCRIPTION

Work-Related Submittals:

A. The provisions of the Section apply to those required submittals that are related to individual units of Work, not to administrative submittals, such as payment requests, insurance certificates and progress reports.

B. In addition to specific provisions of the General Conditions regarding Work-related submittals, the Technical Specifications Sections contain submittal requirements.

C. Specific requirements in other Contract Documents sections shall take precedence over the general requirements contained in this Section.

1.03 SUBMISSION AND APPROVAL SCHEDULE

A. Immediately following development and acceptance of fully developed Progress Schedule specified under Sections 01315 - PROGRESS SCHEDULES (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.

B. Color Schedule: Submit separate listing of items requiring color selection by the CONSULTANT in accordance with the Contract Documents.

C. The CONTRACTOR shall prepare and submit in electronic Excel Format and hard copies in triplicate each to the CONSULTANT and CPM a completely itemized Schedule of Shop Drawings, Product Data and Samples, listing each and all such items as required under the specifications. Schedules shall indicate for each required item:
1. Prepare Schedule in chronological sequence of first submittals.

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 CONSULTANT.

3. Identification as to pertinent Specification Division.

4. Item(s) involved.

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

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

1.04 PROCEDURE REQUIREMENTS

A. 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.

1. Coordinate the submittal of different units of interrelated Work so that one submittal will not be delayed by either the CPM's or the CONSULTANT's need to review a related submittal. The CONSULTANT and CPM reserve the right to withhold action on any submittal.

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

3. Coordination of Submittals Times: Prepare and transmit each submittal to the CPM and CONSULTANT 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 CPM's and the CONSULTANT's need to review submittals concurrently for coordination.

4. 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.

5. 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 resubmittal, if necessary.
a. Allow a minimum of fourteen (14) calendar days for the CPM's and CONSULTANT's initial processing of each submittal. The CPM and the CONSULTANT will advise the CONTRACTOR promptly when it is determined that a submittal being processed must be delayed for coordination. Note that the CPM and the CONSULTANT will not make color; texture, pattern and similar finish selections until all initial submittal requirements for all finish selections have been fulfilled.

b. Allow a minimum of fourteen (14) calendar days for reprocessing each submittal.

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

6. No claim shall be allowed on account of failure of the CONSULTANT to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples, pursuant to paragraph 4 above, until five (5) calendar days after receipt by the CONSULTANT, CPM and CA, by registered or certified mail, of written demand for such instructions, Drawings, or Samples, and not then unless such claim can be factually supported.

B. SUBMITTAL PREPARATION:

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 CONSULTANT.
   Name and address of CONTRACTOR.
   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.

2. Provide a space on the label for the CONTRACTOR's review and approval markings, and a space for the CONSULTANT's or the CPM's "Action" marking.

C. SUBMITTAL TRANSMITTAL:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the CONTRACTOR to the CPM and the
CONSULTANT and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the CONTRACTOR will be returned to the sender "without action".

a. 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.

D. SUBMITTAL NUMBERING:

1. To facilitate review, the CONTRACTOR shall number consecutively each submittal. This numbering system shall be in order of submittal. Any resubmittal 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 #.

2. In addition, all submittals shall have the following information placed on them by the CONTRACTOR 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. CONTRACTOR has reviewed and submitted for review.
      Signature:___________________________________________
      Date:______________________________________________

E. ADDITIONAL COPIES:

   Provide additional copies of submittals required by Governing Authorities that are in addition to copies specified for submittal to the CPM and the CONSULTANT.

1.05 SPECIFIC SUBMITTAL REQUIREMENTS

A. GENERAL

1. Where it is necessary to provide intermediate submittals between the Z0995302C1 Site Preparation and NAVAIDS Infrastructure
initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

2. Shop Drawings, Product Data and Samples submitted to the CPM and the CONSULTANT for review shall first be checked and approved by the CONTRACTOR. Shop Drawings, Product Data and Samples received without the CONTRACTOR’s “check and approved” stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the CONSULTANT and marked accordingly.

3. 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.

4. In submitting shop drawings, product data, and similar items for review, at least seven (7) copies shall be submitted, five (5) to the CONSULTANT and two (2) to the CPM. This number includes two (2) for return to the CONTRACTOR. If the CONTRACTOR desires more than two (2) copies returned to him, he shall submit to the CONSULTANT with the initial and subsequent transmittals the additional number desired up to a maximum of an additional three (3) copies. If the CONSULTANT requires additional copies, he will so inform the CONTRACTOR upon return of the reviewed material. Additional copies of shop drawings will be requested in the case where the subject matter shown thereon requires coordination of two (2) or more Prime Contracts.

5. Shop and setting 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 of the Contract, 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 area required to demonstrate detail compliance with the Drawings and Specifications.

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

7. The CPM’s and the CONSULTANT’s review of the CONTRACTOR’s shop drawings signifies only that such drawings appear to be in conformity with the Contract Documents or with the CPM’s or CONSULTANT’s instructions. Such review does not indicate approval of every detail of the drawings nor of the Work methods of the CONTRACTOR which are indicated thereon.

8. Regardless of the corrections made in, or reviews given to such drawings by the CPM or the CONSULTANT, the CONTRACTOR 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.

B. SHOP DRAWINGS:

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

   a. 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.

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

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

   d. No more than three (3) weeks before materials are fabricated or Work has begun, CONTRACTOR shall submit to CPM and CONSULTANT 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.

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

   f. CONTRACTOR shall resolve conflicts, certify blackline drawings with signature of authorized person, and submit blackline drawings to Consultant through the CPM.

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

   h. CPM’s or Consultant’s review of composite drawings shall not relieve the CONTRACTOR from overall responsibility for coordination of work performed pursuant to Contract or from other requirements of Contract.

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.

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 inter face 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.

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 Consultant’s “Action” marking.

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

5. Provide five (5) prints to the Consultant and two (2) 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 CONTRACTOR as a “Record Document”.

C. PRODUCT DATA:

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.

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.

   a. 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”.

   b. Clearly mark each copy to identify pertinent products or models.
c. Show performance characteristics and capacities.

d. Show dimensions and clearances required.

e. Show wiring or piping diagrams and controls.

f. Indicate finish.

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

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

3. Submittals: Product data submittal is required for information and record and to determine that 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 Consultant observes that there is non-compliance with the provisions of the Contract Documents and returns the submittal promptly to the CONTRACTOR marked with the appropriate “Action”.

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

4. Submit four (4) copies to the Consultant and two (2) copies to the CPM of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. Two (2) copies will be returned to the CONTRACTOR, marked with “Action” and corrections or modifications as required, the remainder will be retained.

a. 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 CONTRACTOR.

5. Final Distribution: Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the Work. Show distribution on transmittal forms.

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.

D. SAMPLES:

1. Submit samples for the Consultant’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.

a. 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 CONTRACTOR; such compliance is not considered in the Consultant's review and "Action" indication on sample submittals.

b. 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.

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 Consultant'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 Consultant's sample where so indicated.

a. 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 CONTRACTOR for incorporation in the Work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Consultant, indicate such special requests regarding the disposition of sample submittals.

b. Submit six (6) sets of samples, two (2) to the CPM, four (4) to the Consultants, two (2) sets will be returned.

3. Distribution of Samples: Maintain the final submittal sets of samples, as returned by the Consultant, 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.

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. Comply with requirements for sample to greatest extent possible, and process transmittal forms to provide records of activity.

a. Field Samples:
   (1) Construct mock-up for Consultant's and CPM's visual examination, for quality control, and performance of required testing.
   (2) Erect at location acceptable to CPM.
   (3) Size of Area: As specified in respective Specification Section.
   (4) Fabricate each sample and mock-up complete and finished using materials, fabrication, and installation methods identical with those indicated for Work.
   (5) Remove mock-ups at conclusion of Work or when acceptable to CPM if not incorporated into Work.

E. MISCELLANEOUS SUBMITTALS:

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.

2. Warranties: Refer to Section 01740 - WARRANTIES, for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the CONTRACTOR's use, furnish two (2) executed copies of such warranties, bonds, or agreements. Provide two (2) additional copies where required for maintenance manuals.

3. Survey Data: Refer to Section 01040 - PROJECT COORDINATION, for specific general 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.

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 Consultant'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
5. Closeout Submittals: Refer to Section 01770 - PROJECT CLOSEOUT, and to individual section of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

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 Consultant where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.06 CONTRACTOR’ DUTIES

A. 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.

B. Coordinate submittals with requirements of Work and of Contract Documents.

C. Submittals or Accompanying Transmittal Letter Shall Contain:

1. Date of submission and dates of previous submissions when applicable.
2. Project title and number.
4. Names of subcontractor, supplier, and manufacturer.
5. Identification of product with Specification Section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of work of materials.
8. Applicable standards, such as, ASTM or Federal Specification numbers.
9. Identification of revisions on resubmittal.
10. Additional information required by Contract Documents.
11. CONTRACTOR executed review and approval marking or stamp.
12. Blank space for CPM’s and Consultant’s action marking or stamp.
13. CONTRACTOR to carefully check all submittals and be responsible for dimensions, quantity etc. necessary to make a complete project in compliance with plans and specifications.

D. Clearly identify on submittals, or in writing at time of submission, deviations in submittals from requirements of Contract Documents. CONTRACTOR’s responsibility for deviations in submittals from requirements of Contract Documents is not relieved by CPM and Consultant’s review of submittals unless Consultant furnishes written recommendation of acceptance of specific deviations to the CPM and the CPM provides written acceptance to CONTRACTOR.

E. Apply CONTRACTOR’s mark or stamp, sign, and date, Signature of CONTRACTOR’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 CONTRACTOR's executed mark or stamp and signature will be returned without disposition.

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

G. Package each submittal appropriately for transmittal and handling.

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

I. Do not fabricate products or begin work, which required submittals until return of submittal with Consultant's and CPM's acceptance.

1.07 CPM'S AND CONSULTANT'S ACTION:

A. Where action and return is required or requested, Consultant will review each submittal, mark with action, and where possible return with reasonable promptness. CPM will forward all comments to the Consultant

1. Where submittal must be held for coordination, CONTRACTOR will be so advised by the Consultant.

2. Affix stamp and initial or sign, and indicate requirements for resubmittal, or acceptance of submittal.

3. Return submittals to CONTRACTOR for distribution or for resubmission.

4. Consultant will review submittals for design content only. CPM will review submittals for construction and installation considerations.

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

C. 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.

D. Returned for Resubmittal:

1. When submittal is returned marked "Revise and Resubmit" or is unmarked, do not proceed with Work.

2. Revise submittal in accordance with notations and resubmit without delay to obtain difference action marking.

E. Other Action: Where submittal is returned for other reasons, with the CPM or Consultant's explanation included, it will be marked "Not Accepted".

Z0995302C1 Site Preparation and NAVAIDS Infrastructure