DATE: June 24, 2013

TO: André Morrell, Administrative Manager
   Records, Taxes and Treasury Division

FROM: Gabriel Ocasio-Dávila, Construction Management Administrator

SUBJECT: Contract Z1056116C1 with West Construction, Inc.

On June 4, 2013, the Broward County Board of County Commissioners awarded a fixed contract to West Construction, Inc., Terminal 2, 3 and 4 – Pedestrian Bridges – Phase 1 Demolition and Cleaning, Bid No. Z1056116C1, for the Aviation Department (Agenda Item #59) and authorized the Mayor and Clerk to execute the same.

I have attached three (3) original Contracts between Broward County and the following organization for execution by the County Administrator and Mayor:

Pursuant to the establishment of official record keeping, when these original Agreements have been executed by the County Administrator, you will retain one (1) original for the files of the Document Control/Minutes Section of the Records, Taxes and Treasury Division.

Please contact me at 954-359-6124 or email gocasio@broward.org so that I can pick-up the remaining two (2) original Contracts.

Thank you.

Gabriel Ocasio-Dávila
Construction Management Administrator
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
Contract No.: Z1056116C1
Surety Bond No.: 09086923

Contractor Name: West Construction, Inc.
Surety Company: Fidelity and Deposit Company of Maryland

Address: 318 S. Dixie Highway, Suite 4-5
Lake Worth, FL 33460
Address: 1400 American Lane
Schaumburg, IL 60196

Phone Number: (561) 588-2027
Phone Number: (847) 605-6000

Owner Name: Broward County
Project Name: Terminals 2, 3 and 4 Pedestrian Bridges - Phase 1

Address: 115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
Project Location: Fort Lauderdale / Hollywood International Airport

Phone Number: (954) 357-6066

Contract Amount: One Million Two Hundred Thirty Eight Thousand Seven Hundred Twenty and 00/100
($1,238,720.00)

Description of Work: See Attached

Legal Description of Project: N/A

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/payment bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.
BY THIS BOND, We, West Construction, Inc., as Principal, hereinafter called CONTRACTOR, and Fidelity and Deposit Company of Maryland, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of One Million Two Hundred Thirty Eight Thousand Seven Hundred Twenty Dollars ($1,238,720.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1056116C1, awarded the 4th day of June, 2012, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performed the Contract between CONTRACTOR and COUNTY for construction of Terminals 2, 3, and 4 Pedestrian Bridges - Phase 1, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

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

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

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

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

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

Signed and sealed this 10th day of June, 2013.
West Construction, Inc.

(Name of Corporation)

By

(Signature and Title)

Martha A. Morgan, President

(Type Name and Title Signed Above)

INSURANCE COMPANY:

Fidelity and Deposit Company of Maryland

By

Agent and Attorney-In-Fact D. Michael Stevens

Address: 1400 American Lane

(Street)

Schaumburg, IL 60196

(City/State/Zip Code)

Telephone No.: (847) 605-6000
BY THIS BOND, We West Construction, Inc. , as Principal, hereinafter called CONTRACTOR, and Fidelity and Deposit Company of Maryland, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of One Million Two Hundred Thirty Eight Thousand Seven Hundred Twenty Dollars ($1,238,720.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Z1056116C1 , awarded the 4th day of June, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract":

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

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

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.

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

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

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

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

Signed and sealed this 10th day of June, 2013.
West Construction, Inc.
(Name of Corporation)

By Martha A. Morgan
(Signature and Title)

Martha A. Morgan, President
(Type Name and Title Signed Above)

INSURANCE COMPANY:
Fidelity and Deposit Company of Maryland

By D. Michael Stevens
Agent and Attorney-In-Fact

Address: 1400 American Lane
(Street)
Schaumburg, IL 60196
(City/State/Zip Code)

Telephone No.: (847) 605-6000

4-10-2012
I, Matthew F. West, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that Martha A. Morgan, who signed the Bond(s) on behalf of the Principal, was then President of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(Seal) as Secretary of West Construction, Inc.
(Name of Corporation)

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared D. Michael Stevens to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this 10th day of June, 2013.

My commission expires:

Brenda Bell,
Notary Public, State of Florida at Large

Bonded by

4-10-2012
SECTION 001100-3: SCOPE OF WORK

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

The "Demolition and Cleaning" scope of work for the four (4) existing pedestrian bridges linking Terminals 2, 3 and 4 with the Palm Parking Garage at Fort Lauderdale-Hollywood International Airport, consists of the demolition of non-structural existing roofs, walls, floor elements and electrical. The existing paint shall be removed including lead based paint. Cleaning of rust damaged structural steel major and miscellaneous steel framing members shall be in accordance with OSHA, EPA and SSPC requirements. Associated temporary demolition and construction at the bridges and adjacent structures shall be performed. Hazardous material containment, public protection, safety measures, maintenance of vehicular and pedestrian traffic are required. Fill in detail of scope of work
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland (hereinafter collectively called the "Companies"), by THOMAS O. MCCLELLLEN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint DON A. LAMBERT JR. and D. Michael STEVENS, both of Jupiter, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of April, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellen
Vice President

By: Eric D. Barnes
Assistant Secretary

State of Maryland
City of Baltimore

On this 19th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLLEN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers herein described, and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the same instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

POA-F 031-0102A
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of June 1993.
## CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:**
Collinsworth, Alter, Lambert, LLC  
23 Egansfueke Street  
Suite 102  
Jupiter, FL 33477

**CONTACT:**
Collinsworth, Alter, Lambert, LLC  
FAX: (561) 427-6730  
E-MAIL: {[Contact Information]}

**INSURED:**
West Construction, Inc.  
318 South Dixie Highway  
Suite 4-5  
Lake Worth, FL 33460

**CERTIFICATE HOLDER CANCELLATION:**

**DESCRIPTION OF OPERATIONS: LOCATIONS / VEHICLES:**

**CERTIFICATE HOLDER:**
Broward County Board of County Commissioners  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

**CANCELLATION:**

**IMPORTANT:**

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

**COVERAGES:**

**CERTIFICATE NUMBER:**

**NAIC #:**

**LIMITS:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

*Attach ACORD 101, Additional Remarks Schedule, if more space is required*

Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, auto liability per CA7171 and umbrella liability when required by written contract. General Liability is primary and non contributory per CG7048 and auto liability is primary/non-contributory per CA7165 when required by written contract. Waiver of subrogation applies to general liability per CG7048, auto liability per CA7171, umbrella liability and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. If the Certificate holder is a lessee of leased equipment, the equipment lessor is loss payee and additional insured-lessee of leased equipment (Per CG7049), when required by written contract. Rented/Leased Equipment, Special Form subject to $1,000 Deductible except $5,000 Deductible on Trailers.
Detail by Entity Name

Florida Profit Corporation
WEST CONSTRUCTION, INC.

Filing Information
Document Number: 555487
FEI/EIN Number: 591809068
Date Filed: 12/16/1977
State: FL
Status: ACTIVE
Last Event: REINSTATEMENT
Event Date Filed: 12/30/1983
Event Effective Date: NONE

Principal Address
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452
Changed: 01/05/2009

Mailing Address
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452
Changed: 01/05/2009

Registered Agent Name & Address
MORGAN, MARTHA A
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452
Name Changed: 04/23/1993
Address Changed: 01/03/2013

Officer/Director Detail
Name & Address
Title VP
WEST, MATTHEW F
318 SOUTH DIXIE HWY., SUITE 4-5
LAKE WORTH, FL 33460-4452
Title PTD

MORGAN, MARTHA A
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452
Title SEC

WEST, MATTHEW F
318 S. DIXIE HWY., SUITE 4-5
LAKE WORTH, FL 33460-4452

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CONTRACT SECTIONS 005200 through 007300 OF THE
CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

BID/CONTRACT NO.: Z1056116C1
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SECTION 005200: CONTRACT STANDARD TERMS AND CONDITIONS

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and West Construction, Inc., hereinafter referred to as CONTRACTOR, for Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning in the total amount of $1,238,720.00. WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agrees as follows:

Article 1: Definitions

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

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

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

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

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

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

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

1.7. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Instruction to Bidders, Supplemental Instructions, Plans, Drawings, Exhibits, General Requirements, Technical Specification, Supplementary Conditions, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.
1.8. Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by Change Order.

1.10. CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.

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

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

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

1.14. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.

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

1.16. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.

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

1.18. Project Initiation Date: The date upon which the Contract Time commences.

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

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

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

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

**Article 2: Scope of Work**

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

**Article 3: Contract Time**

3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the COUNTY's Director of Purchasing and two or more Notices to Proceed issued by the CONTRACT ADMINISTRATOR. The first Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to COUNTY of all required documents and after execution of the Contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the First Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from CONSULTANT to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a Second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the Second Notice to Proceed shall be commenced within ten
(10) calendar days of the Project Initiation Date specified in the Second Notice to Proceed.

3.2. Time is of the essence throughout this Contract. Upon issuance of the First Notice to Proceed, all preliminary activities as mentioned in Article 3, 3.1 shall be prepared and submitted within 45 calendar days. The Work shall be substantially completed within 120 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment in accordance with Article 6 of the Contract within 30 calendar days from the date of Substantial Completion.

3.3. Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of one hundred eighty five Dollars ($185.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of one hundred eighty five Dollars ($185.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

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

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

3.6. CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT construction administration costs shall be pursuant to the contract between COUNTY and CONSULTANT, a copy of which is available upon request of the CONTRACT ADMINISTRATOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by CONSULTANT and agreed to by COUNTY.
Article 4: Contract Sum

☐ This is a Unit Price Contract:*

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

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

☒ This is a Lump Sum Contract:*

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

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

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

Article 5: Progress Payments

5.1. CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors (Form 007500-9), and a release of liens relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance (Form 007500-8). Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:
All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the CONTRACTOR may send the CONTRACT ADMINISTRATOR an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the Contract requirements, the COUNTY shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the CONTRACTOR submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between COUNTY and the CONTRACTOR cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances, as amended). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the CONTRACT ADMINISTRATOR shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the CONTRACT ADMINISTRATOR may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the CONTRACT ADMINISTRATOR, shall be recommended by CONSULTANT, and CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of COUNTY.

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

5.3.1. Defective work not remedied.

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

5.3.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
5.3.4. Damage to another contractor not remedied.

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

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

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

**Article 6: Acceptance and Final Payment**

6.1. Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and CONTRACT ADMINISTRATOR find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 007600-2) shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

6.2. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" (Form 007600-4), which must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

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

6.4. Final payment shall be made only after the COUNTY’s Director of Purchasing, or Board of County Commissioners as applicable, has reviewed a written evaluation of the performance of CONTRACTOR prepared by the CONTRACT ADMINISTRATOR, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.
Article 7: Miscellaneous

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

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

7.3. Public Entity Crimes:

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

7.4. Independent Contractor:

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

7.5. Third Party Beneficiaries:

Except as provided in Section 54.2.4 of the General Conditions, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

7.6. Notices:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this
section. For the present, the parties designate the following as the respective places for giving of notice:

For County:
Marc Gambrill, Director Capital Improvement Program Division
Aviation Department
2200 SW 45 Street, Suite 101
Dania Beach, FL 33312

For Contractor:
Martha A. Morgan, President
West Construction, Inc.
318 South Dixie Highway, Suite 4-5
Lake Worth, FL 33460

7.7. Assignment and Performance:

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

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

7.8. Materiality and Waiver of Breach:

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

COUNTY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver shall not be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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

7.10. Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial:

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

7.11. Amendments:

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

7.12. Prior Agreements:

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

7.13. Payment for Stored Materials and Equipment:

Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be executed per Section 5.2. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment.

(The remainder of this page is intentionally left blank.)
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 25th day of June, 2013, and CONTRACTOR, signing by and through President, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By, Mayor

25th day of June, 2013

Approved as to form by Office of County Attorney Broward County, Florida JONI ARMSTRONG COFFEY, County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telescopier: (954) 357-7641

By, Assistant County Attorney

Approved as to Surety Company Qualifications, Insurance Requirements and Insurance Documentation:

Risk Manager

CREATED OCT 1st 1915

CAF #170 1-1-12
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

WEST CONSTRUCTION, INC.

(Name of Corporation)

By ______________________

(Signature and Title)

(Type Name/Title Signed Above)

17th day of June, 2013

COUNTY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

________________________________________________________

(Business Name)

By ______________________

(Signature)

(Type Name Signed Above)

____ day of ________________, 20____.
SECTION 007200: CONTRACT GENERAL CONDITIONS

Article 1: Contract Documents:

1.1. The Contract Documents are defined in Section 1.7 of the Contract.

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

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

1.4. CONTRACTOR shall be furnished ten (10) copies, free of charge, of the Contract Documents; two (2) of which shall be preserved and always kept accessible to CONSULTANT and CONSULTANT’s authorized representatives. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

Article 2: Intention of COUNTY:

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

Article 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 CONSULTANT for CONSULTANT’s review and acceptance:

3.1.1. A progress schedule in the indicated form:

☐ Bar Chart
☐ Modified CPM
☐ CPM

☒ Computerized CPM

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

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

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

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

3.2. At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by CONTRACT ADMINISTRATOR, 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) calendar days from the First Notice to Proceed, a Pre-Construction Meeting attended by CONTRACTOR, CONSULTANT 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 First Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CONSULTANT review. The finalized progress schedule will be accepted by CONSULTANT 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 CONSULTANT of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONSULTANT 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 CONSULTANT 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 CONSULTANT as to form and substance.

**Article 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 (Form 007500-1) and Payment Bond (Form 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 Article 5.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract 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 (Form 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.

**Article 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:

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<th>Amount of Bond</th>
<th>Policy- Financial holder's Ratings</th>
<th>Size Category</th>
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<td>A- Class I</td>
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<tr>
<td>$ 1,000,001 to $ 2,000,000</td>
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<tr>
<td>$ 50,000,001 or more</td>
<td>A Class VII</td>
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</table>

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

5.1.5. 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.
Article 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 CONTRACT ADMINISTRATOR 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.

Article 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 CONTRACT ADMINISTRATOR Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract 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.
Article 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.

Article 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.

Article 10: Weather

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions 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.

Article 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.

Article 12: Resolution of Disputes
12.1. 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 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 CONTRACT ADMINISTRATOR and CONTRACTOR shall be submitted to CONSULTANT 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 CONTRACT ADMINISTRATOR and CONTRACTOR in writing of CONSULTANT’s decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CONSULTANT 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 CONTRACT ADMINISTRATOR pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, and CONTRACT ADMINISTRATOR shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

12.2. In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) 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 ARTICLE.

Article 13: Inspection of Work

13.1. 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. 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 CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR’s expense.

13.1.2. Reexamination of any of the Work may be ordered by CONSULTANT with prior written approval by the CONTRACT ADMINISTRATOR, 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.

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.

Article 14: Superintendence and Supervision

14.1. The orders of COUNTY are to be given through CONSULTANT, 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 CONSULTANT. The superintendent shall not be changed except with the written consent of CONSULTANT, 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 CONSULTANT upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.

14.2. Daily, CONTRACTOR’s superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, CONSULTANT, 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 CONTRACT ADMINISTRATOR, CONTRACTOR, and CONSULTANT shall meet at
least every two (2) weeks or as determined by the CONTRACT ADMINISTRATOR, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The CONSULTANT 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 CONSULTANT, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.

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

Article 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, CONTRACT ADMINISTRATOR 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 CONSULTANT 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 Article 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 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 CBE firm by COUNTY's Director of the Office of Economic and Small Business Development if CONTRACTOR's status as CBE 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 CBE contractual obligations;

15.5.3. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE 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 CBE participants by COUNTY's Director of the Office of Economic and Small Business Development
if such CBE participant attempted to meet its CBE 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 CBE participant. If so determined, CONTRACTOR shall not be awarded CBE participation credit.

Article 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.

Article 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.

Article 18: Rights of Various Interests

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

Article 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.

Article 20: Differing Site Conditions

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

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

**Article 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.

**Article 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 CONSULTANT 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 CONSULTANT. CONTRACTOR shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to CONSULTANT.

**Article 23: CONTRACTOR's Responsibility for Damages and Accidents**

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

23.2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in Article 30.
Article 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 CONSULTANT, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

Article 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.

Article 26: Defective Work

26.1. CONSULTANT shall have the authority to reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, 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 CONSULTANT, 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, Article 24 hereof and any claim regarding latent defects.

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

Article 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.

Article 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 moneys 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.

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

Article 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 CONSULTANT any defects in such Work that render it unsuitable for such proper
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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 CONSULTANT any discrepancy between the executed Work and the requirements of the Contract Documents.

Article 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 CONSULTANT 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 CONSULTANT.

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

30.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified by CONSULTANT 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.

Article 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.

Article 32: Legal Restrictions and Traffic Provisions

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

Article 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.

Article 34: Value Engineering

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT 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. 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, 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.

Article 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.

Article 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.

**Article 37: Field Orders and Supplemental Instructions**

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

37.2. 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.

**Article 38: Change Orders**

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 Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONSULTANT and CONTRACT ADMINISTRATOR 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.

Article 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 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 CONSULTANT 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 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.

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 39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

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

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

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

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

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

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

39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; 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 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

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

39.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 39.2.4 and 39.2.5, (except Section 39.2.5.3), and Section 39.3.
39.5. The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to 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 CONTRACT ADMINISTRATOR.

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."

**Article 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 CONTRACT ADMINISTRATOR and to CONSULTANT 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 CONTRACT ADMINISTRATOR and CONSULTANT (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 CONTRACT ADMINISTRATOR 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 CONTRACT ADMINISTRATOR and CONSULTANT, then CONTRACTOR shall submit the claim to CONSULTANT within five (5) calendar days from the date of impasse in accordance with Article 12 hereof.
IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR
CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF
NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS
SECTION.

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

Article 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 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.

Article 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.

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

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

42.4. Excusable Delay may be compensable or non-compensable:

42.4.1. Compensable Excusable Delay. Excusable Delay is compensable when

        42.4.1.1. the delay extends the Contract Time,
        42.4.1.2. is caused by circumstances beyond the control of the
                    CONTRACTOR or its subcontractors, suppliers or vendors, and
42.4.1.3. is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents.

In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

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

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, 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 $850.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

42.4.2. Non-Compensable Excusable Delay. When Excusable Delay is

42.4.2.1. 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

42.4.2.2. 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.

Article 43: Substantial Completion

When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and CONSULTANT in writing. CONSULTANT and COUNTY shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 007600-1. The CONTRACT ADMINISTRATOR shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CONSULTANT
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 CONTRACT ADMINISTRATOR and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

**Article 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.

**Article 45: Shop Drawings**

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

45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to CONSULTANT 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 CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

45.3. 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.

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

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

45.6. CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT'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.

Article 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 CONSULTANT as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to CONSULTANT prior to, and as a condition of, final payment.

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

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.

Article 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 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to COUNTY and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.

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

Article 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.
Article 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 road construction projects, the procedure for making tests required by CONSULTANT will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

Article 50: Project Sign

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

Article 51: Hurricane Precautions

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

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

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether 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.

Article 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.

Article 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.

Article 54: EEO and OESBD Compliance

54.1. Nondiscrimination, Equal Employment Opportunity, And Americans With Disabilities Act

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, age, color, sex, national origin, political affiliation, familial status, disability, pregnancy, sexual orientation, gender identity or expression, marital status or political affiliation in the performance of this Contract, or in subcontracting work in the performance of this Contract and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Broward County Code of Ordinances, as may be amended from time to time. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

54.1.3. By execution of this Contract, 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 Contract. An untrue representation of the foregoing shall entitle COUNTY to terminate this Contract and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Contract, and may result in debarment from COUNTY’s competitive procurement activities.

54.2. COUNTY BUSINESS ENTERPRISE ("CBE") COMPLIANCE

In completing this Project, CONTRACTOR agrees to and shall comply with COUNTY Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40), as may be amended from time to time, hereinafter referred to as the "Act," which provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts.

Failure by CONTRACTOR to carry out any of the CBE Program requirements shall constitute a material breach of this Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy available under this Contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development (OESBD), may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The COUNTY shall review each proposed modification to this Contract that, by itself or aggregated with previous modifications, increase the contract value of this Contract by ten percent (10%) of the initial contract value, or Fifty Thousand Dollars ($50,000) whichever is less, for opportunities to include or increase the participation of CBE firms, already involved on this Contract.

54.2.1. COUNTY and CONTRACTOR agree that prime and subcontract awards to CBE firms are crucial to the achievement of COUNTY’s CBE participation goals. In an effort to assist COUNTY in achieving its established goals for this Project, CONTRACTOR agrees to meet the current CBE participation goals established by COUNTY.

54.2.1.1. This Contractor has committed to 17.14% CBE participation.

54.2.1.2. CONTRACTOR may not terminate for convenience a certified CBE listed as a subcontractor in the CONTRACTORS bid or offer without the County’s prior written consent, which consent shall not be unreasonable withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if...
CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a certified CBE subcontractor is terminated for any reason, including for cause, CONTRACTOR shall make good faith efforts to find another certified CBE firm to perform the work required of the original CBE firm.

54.2.2. CONTRACTOR has committed to the CBE performance delineated on Form 004339-2, Schedule of Participation. CONTRACTOR shall, in performing services for this Project, incorporate the names, addresses, scope of work, and dollar value of CBE participation on the Schedule of Participation into CONTRACTOR's contracts. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goals must be certified by the Broward County Office of Economic and Small Business Development. CONTRACTOR agrees to enter into contracts with CBE subcontractors which are listed on the Schedule of Participation upon execution of this Contract and to provide copies of its contracts with such persons to the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development. CONTRACTOR may not deviate from the CBEs delineated in the Schedule of Participation, without the prior approval of the OESBD (or designee).

54.2.3. CONTRACTOR understands that it is the responsibility of the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR agrees to furnish a Monthly CBE Utilization Report (Form 007500-6), to both the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development on the progress of CBE participation commencing with the first payment application. This form may be changed by the CONTRACT ADMINISTRATOR for form and/or content during the course of the project. CONTRACTOR shall coordinate with CONTRACT ADMINISTRATOR prior to all Application for Payment to ensure use of CONTRACT ADMINISTRATOR's current requirements for form and content of the Monthly CBE Utilization Report. All reports shall include the name and business address of each CBE firm solicited by CONTRACTOR to work as a subcontractor in this Contract and the responses received by CONTRACTOR to such solicitation; the name and business address of each CBE firm actually involved in this Contract, a description of the work performed and/or product or service supplied by the CBE firms; the date and amount of each expenditure; the CBE status of any contractor performing any portion of this Contract, and any other information requested by COUNTY which may assist COUNTY in determining the CONTRACTOR's compliance with its contractual obligations, or may assist in the implementation and enforcement of the Act. The submission of the report required by this subparagraph shall be a condition of payment to CONTRACTOR.

54.2.4. In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of CBE participation), the affected CBE firm shall have the right to exercise the
following remedies if the noncompliance is or was due to no fault of the CBE firm, and due to the willful action or omission of CONTRACTOR:

54.2.4.1. The affected CBE firm shall be entitled to damages pursuant to its Contract with CONTRACTOR.

54.2.4.2. If a subcontractor or other similarly-situated person institutes an arbitration proceeding claiming non-compliance with the Act by CONTRACTOR, then only in such event shall the remedies include an undertaking by CONTRACTOR to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceedings. An arbitrator may award reasonable attorney’s fees and costs against a non-prevailing party.

54.2.4.3. Nothing under this Subsection 54.2.4 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

54.2.5. CONTRACTOR agrees that nonpayment of a CBE subcontractor as required by Article 5 of the Contract shall be a material breach of this Contract and that COUNTY’s CONTRACT ADMINISTRATOR may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors. CONTRACTOR agrees that the presence of a “pay when paid” provision in a subcontract shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 54.2.5 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor.

54.2.6. COUNTY shall have access without limitation to CONTRACTOR’s books and records including payroll records, tax returns and records, and books of account, on five (5) business days’ notice, to allow COUNTY to determine CONTRACTOR’s compliance with its commitment to CBE participation and the status of any CBE firm performing any portion of this Contract. On-site reviews to monitor the CONTRACTOR’s progress in achieving and maintaining CBE obligations will be carried out by the CONTRACT ADMINISTRATOR in conjunction with the Office of Economic and Small Business Development (or designee).

54.2.7. If CONTRACTOR fails to comply with the requirements of this Contract or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Contract or under applicable law, with all such rights and remedies being cumulative.

Article 55: Project Records
CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY’s expense, the books and records and accounts of CONTRACTOR and its subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice.

**Article 56: Domestic Partnership Requirement**

CONTRACTOR certifies and represents that it will comply with the COUNTY’s Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the CONTRACTOR to comply shall be a material breach of the Contract, entitling the COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the CONTRACTOR until the CONTRACTOR complies; (2) termination of the Contract; (3) and suspension or debarment of the CONTRACTOR from doing business with the COUNTY.

(The remainder of this page is intentionally left blank.)
SECTION 07300: CONTRACT SUPPLEMENTAL GENERAL CONDITIONS

(The remainder of this page is intentionally left blank.)
SECTION 007343: CONTRACT SUPPLEMENTAL WAGE REQUIREMENTS

1. **Prevailing Wage Rate Ordinance** - This Project is not federally funded. If the Contract is in excess of Two Hundred Fifty Thousand Dollars ($250,000.00), the following sections shall apply.

   1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).

   1.2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.

   1.3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the CONTRACT ADMINISTRATOR shall submit the question, together with its recommendation, to the County Administrator for final determination.

   1.4. In the event it is found by the CONTRACT ADMINISTRATOR that any laborer or mechanic or apprentice employed by CONTRACTOR, or any subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the CONTRACT ADMINISTRATOR may (1) by written notice to CONTRACTOR terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.

   1.5. Sections 1.1 through 1.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.

   1.6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

   1.7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" (Form 007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
1.8. The CONTRACT ADMINISTRATOR may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by CONTRACTOR or any Subcontractor on the work, the full amount of wages required by the Contract.

1.9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the CONTRACT ADMINISTRATOR may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. [ ] Federal Grant Projects:

2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through _______ and (Federal Agency) _______. Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

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

SECTION 007363: CONTRACT SUPPLEMENTAL SECURITY REQUIREMENTS

☐ If box is X, the following paragraph is applicable for this Contract:

Security Background verification, fingerprinting and identification badging is required for all work conducted in Security Identification Display Areas (SIDA). The prime contractor is responsible for managing, obtaining and complying with all requirements of the above for their own firm as well as all of their subcontractors on their team. The prime contractor and all sub-contractors are responsible for all costs associated with complying with the terms and conditions of this security requirement including but not limited to any fines levied (including against BCAD) due to its non-compliance with SIDA or Airport Security rules.
Terminals 2, 3 and 4 Pedestrian Bridges
Phase 1: Demolition and Cleaning
Bid No.: Z1056116C1
CIP No. 3623

Submitted By:
West Construction, Inc.
318 South Dixie Highway, Suite 4-5
Lake Worth, FL 33460

Prepared For:
Broward County
Purchasing Division of Broward County
Governmental Center, Room 212
115 South Andrews Avenue
Fort Lauderdale, FL 33301

October 17, 2012
2:00 PM
FORM 004113-1: BID TENDER

Print Name of Bidder: West Construction, Inc.

Date Submitted: 10.17.2012

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

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

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

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

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

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

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

None

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

Addendum 2: 10.02.2012
Addendum 3: 10.09.2012

Attached is [check section that applies] a Bid Bond( X ), Cash( ), Money Order( ), Unconditional Letter of Credit( ), Treasurer's Check( ), Bank Draft( ), Cashier's Check( ), or Certified Check ( ), No. ___________ Bank of ___________ for the sum of

Five Percent of Amount Bid------Dollars ($ 5% ).

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

Name of Bidder: West Construction, Inc.

City/State/Zip: 318 South Dixie Highway, Suite 4-5

Telephone/Fax No.: (561) 588-2027 / (561) 582-9419

Email Address: mamorgan@westconstructioninc.net

Federal I.D. No.: 59-1809068 _______Dun and Bradstreet No.: 06-916-3897
(if applicable)

If a partnership, names and addresses of partners:

N/A

4-10-2012
(Bid No. Z1056116C1)

WITNESSES:

__________________________

__________________________

(Sign below if not incorporated)

N/A

>Type or Print Name of Bidder

__________________________

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

West Construction, Inc.

(Type or Print Name of Corporation)

__________________________

(Signature and Title)

Martha A. Morgan, President

(Type or Print Name Signed Above)

Incorporated under the laws of the State of Florida

4-10-2012
ADDENDUM NO. 1

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

Date Of Addendum: September 26, 2012

Attention all potential bidders:

Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date will remain the same Wednesday, October 3, 2012 at 2:00 p.m. Location remains the same.

2. Form 004300: Domestic Partnership Certification Form - Revised to Read: This form should be submitted with the bid but must be completed and submitted within five business days of County's request.

3. Section 01010 – Summary of Work has been revised:

   2. Deductive Alternate 1. Consisting of the following general areas of work:
      
      a. Paint and rust removal and associated work at steel framing members to be demolished in a future Phase of the Project. Refer to Specification Section 01030 "Alternates" for complete description. See revised Section 01010 on pages 4 thru 7 of Addendum No. 1.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: West Construction, Inc.

Martha A. Morgan, President

10.17.2012
ADDENDUM NO. 2

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning (NSM)

Date Of Addendum: October 2, 2012

Attention all potential bidders:

☐ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:

1. The Bid Opening Date has been revised as follows: Wednesday, October 17, 2012 at 2:00 p.m. Location remains the same.

2. The deadline for Request for Information concerning the technical specifications pertaining to this bid is 4:00 pm on Monday, October 8, 2012. The Aviation Department will not accept any Request for Information after the deadline in order to maintain the project schedule. Please forward all RFI's to mdurden@broward.org and acuevas@broward.org

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: West Construction, Inc.
Martha A. Morgan, President

10.17.2012
Solicitation No. 1056116C1
Addendum No. 3

ADDENDUM NO. 3

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

Date Of Addendum: October 9, 2012

Attention all potential bidders:

- Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. Information of responsiveness. "MUST" addenda must be returned with your Bid, or acknowledged on the Bid Tender Form. Failure of a Submitter to return or acknowledge the addenda shall be cause for rejection of the bid.

- Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
- Return Completed Revised Price Sheet with Bid Submittal
- Other: __________________

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in bold underline type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, October 17, 2012 at 2:00 p.m.
2. The Bid Sheets have been revised and are attached. These bid sheets "MUST" be completed and returned with your Bid submittal.

Request for Information:

1. Question: The recently released addendum one (1) did not address the bridge closures discussed at the pre-bid meeting. Page 7 of the project manual (temp measures) states that the Terminal 2, 3, and 4 bridges will be closed to the public at the start of the demolition. The plans call for only one bridge closed at a time. Please clarify if all of the bridges can be all be closed at the beginning of the project and worked on simultaneously.

Answer: Sheets G002 and G003, “General Notes”, Item #4 states the following: "A maximum of one pedestrian bridge (per terminal) may be worked upon at any given time." While only one bridge per terminal may be worked on at a time, there is no limit on the closure of the pedestrian bridges - which will remain out of service from start of demolition until completion of the future Repair Phase of the project - nor any limit on work occurring at multiple terminals simultaneously.
This is consistent with the Documents and information given at the Pre-bid Conference, in which it was stated that only one M.O.T. plan per terminal may be implemented at a time. This is a safety measure to avoid causing vehicular traffic to 'snake' through more than one set of barricades at a terminal.

2. Question: The recently released addendum one (1) did not address the working hours discussed at the pre-bid meeting. Page 10, item 2 of the project manual states that working hours are from the time of last evening flight arrival to that of the first morning departure. Specification section 01016 Coordination with Occupants states working hours are 9 PM to 4 AM. Please clarify the allowable working hours.

Answer: Allowable working hours shall be from 9 p.m. to 4 a.m. per Specification Section 01016 and as discussed at the Pre-bid Conference.

3. Question: The recently released addendum one (1) did not address the working days discussed at the pre-bid meeting. Page 10, item 2 of the project manual states that work is limited to weeknights, Monday through Friday. Specification section 01016 Coordination with Occupants states work can take place 7 days per week. Please clarify the allowable working days.

Answer: Allowable working days shall be 7 days per week per Specification Section 01016, except for holiday blackout dates listed, and as discussed at the Pre-bid Conference.

4. Question: Please provide construction details for the following assemblies as the plans are lacking details:

The temporary vertical closures required at each vestibule per sheet A-101, including section details indicating tie-in of existing roof.

Answer: Please refer to Details 1 and 2 on newly issued Sheet A-102, and section reference added to Detail 2 on revised Sheet A-101, Pages 15 & 16 of Addendum No. 3.

The protective cover for baggage level occupants as required on sheet G-003 including any overhead covers, screens, etc....

Answer: Contractor is solely responsible for all jobsite safety. Contractor shall provide appropriate protection to persons and property as required by the Documents in accordance with his own judgment, means and methods, subject to BCAD approval.

5. Question: Page 8, item 2 of the project manual calls for DOT compliant signs to be installed at the direction of the BCAD. Please provide the types, quantities, and locations of additional signs or identify an allowance amount to be included in the bid for additional MOT requirements.

Answer: Existing pedestrian-bridge mounted traffic control signage includes Crosswalk, Caution and Speed Limit signs. Where these signs are temporarily removed, DOT-compliant signs providing the same information shall be provided. The number, type and location of the signage shall be at Contractor's discretion, subject to BCAD approval.

6. Question: Specification 01400 states that the Contractor is responsible for any testing not indicated as County's responsibility. Please provide list of tests that the Contractor is responsible for procuring.

Answer: Please refer to individual Specifications Sections for specific testing requirements.
7. **Question:** "Sheet E-101, note 1 says that the existing temporary lights mounted below pedestrian bridge to remain. Contractor will protect these lights from damage during the cleaning. At any given time during the duration of this project, will these lights ever have to be permanently be removed?"

**Answer:** The existing temporary crosswalk light fixtures are anticipated to remain in place for the duration of the Demolition and Cleaning Phase. They will be replaced with permanent lighting in the future Repair Phase.

8. **Question:** "Sheet E-101, notes 3, 5, & 8 say that these items will be reinstalled under a separate permit. Does this mean that the installation of these systems will be done on let's say phase 2 of the bridge work, next year? Seems to me that the only systems to be put back immediately is the caution lights as per note 4. Please advise"

**Answer:** All items noted on sheet E-101 to be reinstalled under a separate permit are anticipated to be replaced as part of the future Repair Phase of the Pedestrian Bridge project.

9. **Question:** Note on detail 2 drawing A-101 reads in part as follows: "PROVIDE WATERTIGHT SEAL AT WALKWAY SURFACE,". Please provide specifications for this material and clarify if this is for the entire surface of the bridge or just the portion with the temporary closure panel.

**Answer:** Please refer to Details 1 and 2 on newly issued Sheet A-102, and section reference added to Detail 2 on revised Sheet A-101, Pages 15 & 16 of Addendum No. 3.

10. **Question:** Painting specification section 09900, section 3.5 Schedule calls for unprimed steel (all steel to be unprimed after sand blasting) to receive once coat of alkyl primer and two coats of alkyd enamel. However, page six (6) of the project manual (scope of work), states "All steel framing will receive first coat zinc priming to protect against new rust until an intermediate primer coat is applied as part of the Bridge Repair project." Please clarify the type of coatings to be used and the required number of coats of each type.

**Answer:** Cleaned steel shall receive the initial primer coat and intermediate enamel paint coat to stabilize and protect bridge members from rust until the future Repair Phase of the project, when the finish enamel paint coat will be applied.

11. **Question:** Page twelve (12) of the project manual (scope of work), item 5 calls for cleaned steel to be primed as required for application of new spray-applied fireproofing. Please confirm that the steel to receive sprayed-on fireproofing is not required to be primed.

**Answer:** Confirmed. Existing steel members within the Terminal building enclosures that are to have their spray-applied fireproofing material replaced shall not be painted.

12. **Question:** Can the same paint system that was approved and applied during last year's improvements (Carboline Carbozinc 859 & Carbomastic 90) be utilized for this project? These are on the FDOT QPL and we had proven success with these products during the installation last year. Additionally, compatibility of the existing in-place coating system with the alkyl/alkyd system which is specified is a major concern. The alkyl/alkyd system may cause the in-place zinc rich primer/aluminum epoxy mastic to potentially fail. Neither manufacturer would be able to provide the warranty that is specified in the contract documents.
Answer: Paint systems on the current FDOT QPL for applications which are compatible with the Project scope of work are acceptable.

13. Question: With regard to touch-up on galvanized surfaces, the above referenced system’s aluminum epoxy mastic would exceed the specified requirements and make for a more stream-lined warranty process from the manufacturer versus needing to provide a compatibility analysis from a certified lab.

Answer: Touch-up products that are part of the above referenced FDOT QPL-approved paint systems are acceptable.

14. Question: Where would a coal-tar epoxy be applied on Bulkheads/H piles? I don’t see where this occurs at the project site.

Answer: Specification Section 09900 is based on SSPC and FDOT standards. As such, some provisions listed may not apply to this Project.

15. Question: With regard to certifications, would the KTA-Tator BCI course meet the requirement for Quality Control Personnel, they will be reporting directly to me (NACE CIP Level 1)?

Answer: Minimum personnel qualifications shall be as stated in the Documents.

16. Question: “Regarding soil sampling, There is no soil at the project-site.”

Answer: There is soil at the grassy areas on the parking garage side of the Baggage Level, which are open to the Departure Level above. However, if proper containment measures are followed for overhead bridge work, requirements for soil sampling are not anticipated. Please refer to the response to Question 14, above.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ~~~~~~~~~~~~~~

West Construction, Inc.
Martha A. Morgan, President

10.17.2012
ADDENDUM NO. 4

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning (NSM)

Date Of Addendum: October 12, 2012

Attention all potential bidders:

✓ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:
Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, October 17, 2012 at 2:00 p.m.

2. **Item No. 2 deleted in its entirety from Addendum No. 3:** Item No. 2: The Bid Sheets have been revised and are attached. These bid sheets "MUST" be completed and returned with your Bid submittal. Form No. 004113-2 Schedule of Prices Bid remain the same.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: West Construction, Inc.

Martha A. Morgan, President

10.17.2012
### FORM 004113-2: SCHEDULE OF PRICES BID

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

**Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning:**
Supply all Labor, Materials, Equipment, & Supplies necessary in accordance with Specifications and Drawings.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>G100-1</td>
<td>Performance and Payment Guaranty and Auto Insurance</td>
<td>$12,601.00</td>
</tr>
<tr>
<td>G100-2</td>
<td>Mobilization</td>
<td>$24,560.00</td>
</tr>
<tr>
<td>G100-3</td>
<td>Excess Mobilization and Bonds</td>
<td>$25,440.00</td>
</tr>
<tr>
<td>G100-4</td>
<td>Terminal 2, 3 and 4 Pedestrian Bridges Phase 1 – Demolition and Cleaning Per contract specifications and drawings</td>
<td>$1,096,119.00</td>
</tr>
<tr>
<td>G100-5</td>
<td>Allowance for Emergency Steel Repairs for the 4 pedestrian bridges per Specification Section 01020</td>
<td>$40,000</td>
</tr>
<tr>
<td>G100-6</td>
<td>Allowance for Terminal Vestibule Repairs for the 4 pedestrian bridges per Specification Section 01020</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

**Grand Total Bid Amount G100-1 thru G100-6**

$1,238,720.00

Trench Safety Act does not apply to this bid solicitation.

4-10-2012
The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Item(s) G100-1 and G100-2) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items G100-1 and G100-2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items G100-1 and G100-2 will be moved into Pay Item G100-3; however, the total bid amount will not change.

Overage placed in Pay Item G100-3 will be paid in accordance with the Table located in Technical Specifications, if applicable. Include allowable percentage with your monthly pay request.

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

Print Name of Bidder: West Construction, Inc.
10.17.2012
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR VENDOR TO BE DEEMED Responsive

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County’s Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☒ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exemption(s) applies: (Please check only one below).

☐ The vendor’s price bid for the initial contract term is $100,000 or less.

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees’ spouses.

☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, Martha A. Morgan __________________________, President __________________________ of
________________________ __________________________
(Name) (Title)

West Construction, Inc. __________________________ hereby attest that I have the authority to sign
(Vendor)

this notarized certification and certify that the above-referenced information is true, complete
and correct.

Signature
Ma_tha A. Morgan, President

Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 17th day of October, 2012

STATE OF Florida COUNTY OF Palm Beach

My commission expires: May 26, 2015

Personally Known X or Produced Identification ___ Type of Identification Produced:

RACQUEL J. BARRETT
Notary Public (Print, type or stamp commissioned name of Notary Public)

My COMMISSION # EE.097664 EXPIRES: May 26, 2015
Bonded thru Budget Notary Services

COUNTY OF Palm Beach

My COMMISSION # EE.097664 EXPIRES: May 26, 2015
Bonded thru Budget Notary Services

Page 58 of 109
Bid No. Z1056116C1

FORM 004313: UNCONDITIONAL LETTER OF CREDIT

*Please see attached Bid Bond.

Date of Issue _______________________
Issuing Bank's No. ___________________

Beneficiary:

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

Applicant:

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

Bid/Contract Number: ____________________________

We hereby authorize you to draw on _________________________
(Bank, Issuer name)

at ________________________________ by order of and for the account:
(Branch address)

of ________________________________
(Contractor, Applicant, Customer)

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

A signed statement from the County Administrator of Broward County, or the Administrator's
authorized representative, that the drawing is due to default in performance of obligations on the part of ____________________________
(Contractor, Applicant, Customer) agreed upon by and between Broward County and
______________________________ (Contractor, Applicant, Customer) pursuant
to the Bid/Contract No. __________ for ____________________________
(Name of Project)

Drafts must be drawn and negotiated not later than __________________
(Expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. __________________ of
______________________________ dated ________________
(Bank name)
This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

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

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the [Contractor, Applicant, Customer]

shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

______________________________
Authorized Signature

4-10-2012
Bid No. Z1056116C1

FORM 004339-1: LETTER OF INTENT

BR· WARD
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1056116C1</td>
<td>Terminal 2,3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Name:</th>
<th>Address:</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Construction, Inc.</td>
<td>318 South Dixie Highway, Suite 4-5</td>
<td>Lake Worth</td>
<td>FL</td>
<td>33460</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative:</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martha A. Morgan, President</td>
<td>(561) 588-2027</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CBE Subcontractor/Supplier Name:</th>
<th>Address:</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miami Wrecking Co.</td>
<td>4540 NW 8th Terrace</td>
<td>Oakland Park</td>
<td>FL</td>
<td>33309</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative:</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Harrington, President</td>
<td>954-492-2927</td>
</tr>
</tbody>
</table>

A. This is a letter of intent between the bidder/offeree on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the bidder/offeree is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeree and CBE affirm that if the CBE subcontracts any of the work described below, it shall only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td>$93,780.00</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CBE Subcontractor/Supplier Authorized Representative:</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Harrington, President</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Authorized Representative:</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martha A. Morgan, Pres.</td>
<td></td>
</tr>
</tbody>
</table>

Visit [http://www.census.gov/naics/](http://www.census.gov/naics/) to search. Match type of work with NAICS code as closely as possible.

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

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

CBE Letter of Intent July 2012

4-10-2012
This Certificate is Awarded to:
MIAMI WRECKING COMPANY

The requirements have been met for certification for: County Business Enterprise Small Business Enterprise

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.


Office of Economic and Small Business Development

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness
FORM 004339-1: LETTER OF INTENT

<table>
<thead>
<tr>
<th>Bid No. Z1056116C1</th>
</tr>
</thead>
</table>

**BROWARD COUNTY
FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Project Title</th>
<th>NAICS Code</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1056116C1</td>
<td>Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning</td>
<td>53,952</td>
<td>53,952</td>
<td></td>
</tr>
</tbody>
</table>

Bidder/Offeror Name: 
West Construction, Inc.
Address: 318 South Dixie Highway, Suite 4-5
City: Lake Worth
State: FL
Zip: 33460
Authorized Representative: Martha A. Morgan, President
Phone: (561) 588-2027

CBE Subcontractor/Supplier Name: BON'S BARRICADES, INC.
Address: 1913 N.W. 40th St.
City: Pompano Beach
State: FL
Zip: 33064
Authorized Representative:	Phone: 954-968-1261

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Maintenance of Traffic

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of Traffic</td>
<td>53,952</td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

(Signature) 10/10/12

Bidder/Offeror Authorized Representative

(Signature) 10/12/12


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

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

CBE Letter of Intent July 2012
FORM 004339-1: LETTER OF INTENT

BROOKLYN
COUNTY
FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Z1056116C1
Project Title: Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning

Bidder/Offeror Name: West Construction, Inc.
Address: 318 South Dixie Highway, Suite 4-5
City: Lake Worth
State: FL
Zip: 33460
Authorized Representative: Martha A. Morgan, President
Phone: (561) 581-2027

CBE Subcontractor/Supplier Name: ELIAS CONSTRUCTION
Address: 3720 SE 11th Ave
City: Lauderdale
State: FL
Zip: 33314
Authorized Representative: Chris Elias
Phone: 954-594-1104

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontract any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROUGH CARPENTRY</td>
<td></td>
<td>53,942</td>
<td></td>
</tr>
<tr>
<td>WATERTIGHTING</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative
(Signature) [President] 10/17/12
(Title)

Bidder/Offeror Authorized Representative
(Signature) [President] 10/17/12
(Title)

1 Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
1 To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

CBE Letter of Intent July 2012

4-10-2012
Page 61 of 109
**Bid No. Z1056116C1**

**FORM 004339-1: LETTER OF INTENT**

**BROWARD COUNTY**  
**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**  
**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**  
*(Form to be completed and signed for each CBE item)*

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1056116C1</td>
<td>Terminal 2, 3 and 4 Pedestrian Bridges - Phase I - Demolition and Cleaning</td>
</tr>
</tbody>
</table>

**Bidder/Offeror Name:** West Construction, Inc.  
**Address:** 318 South Dixie Highway, Suite 4-5  
**City:** Lake Worth  
**State:** FL  
**Zip:** 33460  
**Authorized Representative:** Martha A. Morgan, President  
**Phone:** (561) 888-2027

**CBE Subcontractor/Supplier Name:**  
**Address:** 1761 Bank Rd  
**City:** Margate  
**State:** FL  
**Zip:** 33063  
**Authorized Representative:** Susan R. Espinal  
**Phone:** (561) 974-7800

**A** This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

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

**C** By signing below, the above-named CBE is committing to perform the work described below.

**D** By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Installation</td>
<td></td>
<td>11,300</td>
<td></td>
</tr>
</tbody>
</table>

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

**CBE Subcontractor/Supplier Authorized Representative**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jose R. Espinal</td>
<td>President</td>
<td>10/17/12</td>
</tr>
</tbody>
</table>

**Bidder/Offeror Authorized Representative**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martha A. Morgan</td>
<td>President</td>
<td>10/17/12</td>
</tr>
</tbody>
</table>


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

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

CBE Letter of Intent, July 2012

---

4-10-2012
**SOLICITATION NUMBER:** Z1056116C1  
**PROJECT TITLE:** Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning  

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>FAX</th>
<th>SUBCONTRACTOR NAME</th>
<th>ADDRESS and PHONE NUMBER</th>
<th>SERVICES/WORK TO BE PERFORMED</th>
<th>CBE? (Y/N)</th>
<th>SUB-CONTRACT AMT (% of Total Base Bid)</th>
<th>SUB-CONTRACT AMT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Construction, Inc.</td>
<td>318 South Dixie Hwy, Suite 4-5, Lake Worth, FL 33460</td>
<td>(561) 588-2027</td>
<td>(561) 582-9419</td>
<td>Miami Wrecking Co.</td>
<td>4540 NW 8th Terrace, Oakland Park, FL 33309 / (954) 492-2777</td>
<td>Demolition</td>
<td>Y</td>
<td>7.5</td>
<td>$93,180.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bons Barricades</td>
<td>1913 NW 40 Ct, Pompano Beach, FL / (954) 968-1261</td>
<td>MOT</td>
<td>Y</td>
<td>4.3</td>
<td>$53,952.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ohm’s Electric</td>
<td>1761 Banks Road, Margate, FL 33063</td>
<td>Electrical</td>
<td>Y</td>
<td>0.91</td>
<td>$11,900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CL Elias Construction</td>
<td>3270 SW 11th Ave, Fort Lauderdale, FL</td>
<td>Rough Carpentry, Waterproofing</td>
<td>Y</td>
<td>4.3</td>
<td>$53,942.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID:** $1,238,720.00  
**TOTAL PROPOSED CBE SUBCONTRACTS:** $212,374.00  
**BIDDER’S PROPOSED CBE PARTICIPATION:** 17.14%  

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each CBE firm mentioned in this schedule with our response.

Name and Title of Authorized Representative: Martha A. Morgan, President  
Signature: [Signature]  
Date: 10.17.2012

---

1. Form to be completed and signed by the bidder/offeror. Use additional sheets if necessary.  
2. To be provided only when the solicitation requires that the bidder/offeror include the dollar amount in its bid.  
3. Total proposed CBE participation (%) divided by bidder’s total base bid (less any exclusions specifically mentioned in the solicitation), or total of all CBE.  
4. Participation (%) if dollar amount is not required.
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
COUNTY BUSINESS ENTERPRISE ACT OF 2009, SEC. 1-81.4(g)

RLI / BID NO.: Z1056116C1 PROJECT NAME: Phase I - Demolition and Cleaning

West Construction, Inc.

PRIME CONTRACTOR

318 South Dixie Highway, Suite 4-5, Lake Worth, Florida 33460 (561) 588-2027

ADDRESS TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the County Business Enterprise Act of 2009 (CBE Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.4(g) of the CBE Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.4(g) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the CBE Program Administrator, Office of Economic and Small Business Development Director, and is not subject to appeal.

SIGNATURE: 

PRINT NAME / TITLE: Martha A. Morgan, President

DATE: 10.17.2012
FORM 004513: BIDDER QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBC057038</td>
<td>19</td>
</tr>
<tr>
<td>CGC1516626</td>
<td>3</td>
</tr>
</tbody>
</table>

1.1. What business are you in? General Construction

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

Royal Palm Beach Commons - Phase II: Village of Royal Palm Beach

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

No

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

No

PRINT NAME OF BIDDER: West Construction, Inc.

4-10-2012 10.17.2012
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 City of Coconut Creek

(Company/Organization) Country Lakes Greenway

(Portrait) and Pedestrian Bridge

Shaina Roth

(Project Name) 48 West Copans Road

(Project Engineer) Coconut Creek, FL 33063 (954) 973-6786

(Contact Name) (Address) (Phone No.)

Bid No. 09-07-11-11 $467,093 12/2011 - 07/2012

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project: The project includes the construction of a new concrete pathway along a Pathway Easement granted by the Country Lakes Mobile Home Park, along the Property's southern boundary adjacent to a canal. The proposed pathway alignment will continue along the north canal bank for approximately 1,200 FT to a proposed pedestrian bridge near the eastern edge of the Lyons Creek Middle School site. The work consists of site clearing, demolition, grading, hardscape (pathway & segmented retaining walls), boardwalk, landscape, and hand watering.

4.2 Village of Royal Palm Beach

(Company/Organization) Royal Palm Beach Commons Phase II

(Portrait) (Project Name)

Brett Johnson

(Project Engineer) 1050 Royal Palm Beach Blvd

(Royal Palm Beach, FL 33411) (561) 790-5103

(Contact Name) (Address) (Phone No.)

PR0701 $15,330,598.00 05/2011 - Present

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project: Construction of a sporting center building, maintenance building, & restroom building. Site work to include storm drainage, water/sewer, electric, site lighting, communications, pedestrian bridges, a roadway, parking lots, sidewalks, bike paths, pavers, traffic signal, signing, pavement marking, irrigation, & landscaping. Park amenities are to include a driving range, short game course, putting course, interactive fountain, banquet garden, playgrounds, pavilions, docks, stages, kayak launch, volleyball courts, & furniture.

4.3 Lee County Port Authority

(Airport Rescue and Fire Fighting Facility) (Project Name)

Emily Underhill, P.E.

(Division Director-Development) 11000 Terminal Access Rd, Suite 8671

(Fort Myers, FL 33913) (239) 590-4557

(Contact Name) (Address) (Phone No.)

5241 $9,774,418.00 09/2010 - Present

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project: This project consists of the construction of an approximately 31,000 SF Aircraft Rescue and Fire Fighting Facility building, including all necessary site work. Purchase and installation of specialty firefighting equipment is also included in this project. This project is designed to achieve a LEED silver certification. Also included in this project is the construction of a 4,800 LF utility corridor to accommodate electrical and communication cables along with water and sanitary sewer services to the building. Security fencing and access road improvements are also included in this project.

PRINT NAME OF BIDDER: West Construction, Inc.

10.17.2012
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

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

Please see attached Contracts In Progress.

(Continue list on insert sheet, if necessary.)

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

Yes

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

Please see attached Equipment List.

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

None

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

None

PRINT NAME OF BIDDER: West Construction, Inc.

10.17.2012
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work. Please see attached Resumes for Christopher Caprio & Kurt King.

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

11.1 The correct name of the Respondent is:
West Construction, Inc.

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

11.3 The address of principal place of business is:
318 South Dixie Highway, Suite 4-5
Lake Worth, Florida 33460

11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
Martha A. Morgan President / Treasurer
Matthew F. West Vice-President / Secretary

11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers
West Construction Company, a partnership (1969-1977)
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

None

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

None

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

No

12.2 Under what conditions does the Respondent request Change Orders.

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

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

Notwithstanding the descriptions listed in paragraphs 13.1-1.35 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as Form 004513-1: Litigation History.

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

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

PRINT NAME OF BIDDER: West Construction, Inc.
10.17.2012
FORM 004513-1: LITIGATION HISTORY

<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff [X]  Vendor is Defendant [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Name</td>
<td>West Construction, Inc. vs City of Fort Lauderdale</td>
</tr>
<tr>
<td>Case Number</td>
<td>CACE12008336</td>
</tr>
<tr>
<td>Date Filed</td>
<td>03/22/2012</td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td>Broward County Civil Div. Circuit Court</td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil [X] Administrative/Regulatory [ ]</td>
</tr>
<tr>
<td></td>
<td>Criminal [ ] Bankruptcy [ ]</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td>Breach of Contract, failure to pay</td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td>Renovation of the South Side School and Redevelopment of Hardy Park</td>
</tr>
<tr>
<td>Disposition of Case</td>
<td>Pending [X] Settled [ ] Dismissed [ ]</td>
</tr>
<tr>
<td>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</td>
<td>Judgment Vendor's Favor [ ]</td>
</tr>
<tr>
<td></td>
<td>Judgment Against Vendor [ ]</td>
</tr>
<tr>
<td></td>
<td>If Judgment Against, is Judgment Satisfied? Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Opposing Counsel</td>
<td>Name: Clark Jones Cochran, Jr.</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Phone number: (954) 764-7150</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: West Construction, Inc.
**FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE**

**Insurance Request for Terminal 2, 3 & 4 Pedestrian Bridges Phase 1: "Demolition and Cleaning"**

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[ ] Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>[ ] Premises—Operations</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[ ] Explosion &amp; Collapse Hazard</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Underground Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[ ] Broad Form Property Damage</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[ ] Personal Injury</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>AUTO LIABILITY</strong></th>
<th>Bodily Injury (each person)</th>
<th>Bodily Injury (each accident)</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] Comprehensive Form</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Owned</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Hired</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Any Auto If applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EXCESS LIABILITY</strong></th>
<th>Bodily Injury and Property Damage Combined</th>
<th>Covered by County’s OCIP Program</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Umbrella Form</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Other than Umbrella Form</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY (NOTE *)</td>
<td>STATUTORY</td>
<td>(each accident)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>POLLUTION LIABILITY</strong></th>
<th>Bodily Injury and Property Damage Combined</th>
<th>Covered by County’s OCIP Program</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>If applicable, Covered by County’s OCIP Program</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PROPERTY COVERAGE or BUILDERS RISK OR INSTALLATION FLOATER</strong></th>
<th>Bodily Injury and Property Damage Combined</th>
<th>Covered by County’s OCIP Program</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject to waiver based on type and nature of project. If project greater than $50k — installation floater may be required for replacement of materials, equipment and installation. All risk, agreed value.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Max. Ded. 10K all perils except wind or flood
CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE
wind peril not to exceed 8% of project value.
Agreed value
Replacement Cost

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

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional insured:
Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage’s are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RFP. and project manager.

NOTE: "If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act & Jones Act CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder; 4-10-2012 Page 71 of 109

Name & Address of Certificate Holder:
Broward County
2200 Southwest 45th Street, Suite 101
Dania Beach, FL 33312
RE: (A. Cuebas, BCAD)

Broward County
Aviation Division
Risk Insurance and Contracts Manager
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE ISSUED:** 12/22/2013

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

**CERTIFICATE HOLDER:**

- **Producer:** Collinworth, Alter, Lambert, LLC
- **Address:** 23 Rawson Street, Suite 102, Jupiter, FL 33477
- **Insurers:**
  - West Construction, Inc.
  - Travelers Property & Casualty

**INSURED:***

- **Collinworth, Alter, Lambert, LLC**

**COVERAGES**

- **Certificate Number:** 12/23 RC 7044, 7049
- **Revision Number:**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>TYPE</th>
<th>規模</th>
<th>OCCUR</th>
<th>EXCESS LIMIT</th>
<th>OCCUR</th>
<th>CLAIM MADE</th>
<th>CLAIM MADE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONAL LIABILITY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>A</td>
<td>1/1/2013</td>
<td>1/1/2013</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td><strong>PROPERTY DAMAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PRODUCTS COMMERCE</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>WEAR AND TEAR</strong></td>
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</tr>
<tr>
<td><strong>VENDING MACHINE</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td>B</td>
<td>1/1/2013</td>
<td>1/1/2013</td>
<td>10,000,000</td>
<td>10,000,000</td>
<td>10,000,000</td>
<td></td>
</tr>
<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td>C</td>
<td>1/1/2013</td>
<td>1/1/2013</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**

- **For proposal purposes.**

**CANCELATION**

- **For proposal purposes.**

**AUTHORIZED REPRESENTATIVE**

- **Peggy Roet/SUE**
FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

4-10-2012
Bid No. Z1056116C1

FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION (continued)

(Bidder Signature)
Martha A. Morgan, President
West Construction, Inc.

(Print Vendor Name)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by Martha A. Morgan (name of person whose signature is being notarized) as President (title) of West Construction, Inc. (name of corporation/company), known to me to be the person described herein, or who produced ________________ as identification, and who did not take an oath.

NOTARY PUBLIC

(Racquel J. Barrett)
(Print Name)

My commission expires: May 26, 2015

State of Florida at Large (SEAL)

4-10-2012 Page 73 of 109
FORM 004546-2: NON-COLLUSION CERTIFICATE

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

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

NAME RELATIONSHIPS

None

WEST CONSTRUCTION, INC.

MARTHA A. MORGAN

PRESIDENT

STATE OF FLORIDA )

555487 ) SS.

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by Martha A. Morgan who is personally known to me or who has produced ____________________ as identification and who did did not take an oath.

WITNESS my hand and official seal, this 17th day of October, 2012.

(NOTARY SEAL)

RACQUEL J. BARRETT

MY COMMISSION # EE097664

EXPIRES: May 26, 2015

Sanded Thru Budget Notary Services

Racquel J. Barrett

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

Notary

(TITLE OR RANK)

EE097664

(SERIAL NUMBER, IF ANY)
FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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

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

1. Firm's Name: TBD
2. Firm's Address: 
3. Firm's Telephone Number: Firm Email Address: 
4. Contact Name and Position: 
5. Alternate Contact Name and Position: 
6. Alternate Contact Telephone Number: Email Address: 
7. Bid/Proposal Number: Contracted Amount: 
8. Type of Work/Supplies Bid: Award Date: 

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

Martha A. Morgan
Signature
President / West Construction, Inc.
Title / Firm Name
10.17.2012
Date

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
FORM 004546-4: LOBBYIST REGISTRATION

This certification form should be completed and submitted with your bid but must be completed and submitted prior to award.

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

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

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

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

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

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

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by

Martha A. Morgan

President

Of

West Construction, Inc.

Known to me to be the person described herein, or

who produced ______________________ as identification, and who did take an oath.

Racquel J. Barrett

Notary Public

My commission expires: May 26, 2015

4-10-2012
FORM 004546-5: SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

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

Martha A. Morgan, President
West Construction, Inc.

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by Martha A. Morgan

as President of West Construction, Inc.

NOTARY PUBLIC:

My commission expires: May 26, 2015

4-10-2012
FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION
Not applicable to this solicitation.

(The remainder of this page is intentionally left blank.)
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION
(if applicable)

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

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual;

2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers' compensation and employer's liability insurance, commercial general liability insurance, excess liability insurance, builder's risk insurance, U.S. Longshoremen & Harbor Workers' act, Jones Act and contractor's pollution liability insurance;

3. The vendor has removed from its' bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor's costs to provide the insurance coverages provided under the OCIP.

4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers' compensation, and employer's liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements;

5. The vendor acknowledges and understands that COUNTY, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor's own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

6. The vendor acknowledges and agrees that COUNTY, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither COUNTY, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION
(if applicable) (continued)

West Construction, Inc.

VENDOR

By: Martha A. Morgan

(Signature)

Martha A. Morgan, President
(Print/Type Name and Title)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by Martha A. Morgan (Name of person who's signature is being notarized) as President (Title) of West Construction, Inc. (Name of Corporation/Company) known to me to be the person described herein or who produced identification, and who did not take an oath.

NOTARY PUBLIC:

Racquel J. Barrett
(Print Name)

My commission expires: May 26, 2015
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION
THIS FORM MUST BE COMPLETED SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

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

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

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

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

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

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

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

(6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the COUNTY within seven days of COUNTY's request.
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2012, by Martha A. Morgan, President of West Construction, Inc. as

Known to me to be the person described herein, or who produced

My commission expires: May 26, 2015
FORM 004546-8: RECYCLED CONTENT INFORMATION

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

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN X OR RECYCLED __ (CHECK THE APPLICABLE BLANK). IF RECYCLED, WHAT PERCENTAGE _________.

PRODUCT DESCRIPTION: __________________________________________________________

________________________________________________________

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT? YES ____ NO X

SPECIFY: ___________________________________________________________________

________________________________________________________

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ____ NO X

SPECIFY: ___________________________________________________________________

________________________________________________________

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.
## CONTRACTS IN PROGRESS

<table>
<thead>
<tr>
<th>Contract Description</th>
<th>Client</th>
<th>Representative</th>
<th>Amount</th>
<th>Start Date</th>
<th>Completion Date</th>
<th>Percentage</th>
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<tr>
<td>Airport Rescue and Fire Fighting Facility</td>
<td>Lee County Fort Authority</td>
<td>Emily Underhill / Ph: (239) 560-4557</td>
<td>$9,000,000.00</td>
<td>10/25/2012</td>
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<td>Village of Royal Palm Beach</td>
<td>Brett Johnson / Ph: (561) 790-5103</td>
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<td>Puerto Rico National Cemetery</td>
<td>U.S. Department of Veterans Affairs</td>
<td>Jose V. Hernandez / (787) 599-6363</td>
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<td>Terminal Building Exterior Envelope &amp; Curbside Renovation</td>
<td>Gainesville Regional Airport</td>
<td>Allen J. Penska / (352) 373-0249</td>
<td>$1,273,888.00</td>
<td>1/3/2013</td>
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<td>North County Service Center Food Service Remodeling</td>
<td>School District of Palm Beach County</td>
<td>Alfred Jones / (561) 882-1120</td>
<td>$338,000.00</td>
<td>12/18/2012</td>
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<td>ASR-9 Radar Building &amp; Tower Relocation</td>
<td>U.S. Department of Transportation</td>
<td>William A. Houburg / (404) 725-0274</td>
<td>$2,049,731.00</td>
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<td>Clematis Street Streetscape</td>
<td>City of West Palm Beach</td>
<td>Jeff Haverstein / (561) 494-1092</td>
<td>$2,088,135.44</td>
<td>11/10/2012</td>
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<tr>
<td>Village Park Gymnasium Repairs</td>
<td>Wellington</td>
<td>Gary R. Clough, P.E. / (561) 791-4000</td>
<td>$2,423,057.00</td>
<td>2/7/2013</td>
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<td>ECC Security Fence</td>
<td>Broward County</td>
<td>Jack Shen / (954) 357-6085</td>
<td>$388,850.00</td>
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<td>Pembroke Pines Replacement</td>
<td>City of Pembroke Pines</td>
<td>Jerry Kelley / (561) 522-7358</td>
<td>$191,200.00</td>
<td>TBD</td>
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**Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning**

Bid No.: Z1056116C1

CP No. 3523

Broward County
Equipment List

Melrose Bobcat (1996)
Roller WP3100 Stone (2002)
Kubota Tractor / Box Blade (2002)
Bobcat 864 Track Loader (2003)
Kubota Mini Excavator KX41 (2004)
Bobcat T180 Track Loader (2005)
Caterpillar Locader 257 (2006)
Lovett Box Blade (2006)
CAT (2006)
(2) Holland Skid Steer Loader (2007)
Komatsu Loader (2008)
Kubota (2008)
Tractor L5240 (2009)
Vibratory Plat Compactor (2009)
35 Ton Lowboy (1989)
EX200 Hitachi Excavator (1995)
WA250 Kamatsu Loader (1996)
WA200 Kamatsu Loader (2006)
Case 721 Loader (1995)
Case 580 Combo / Backhoe (1995)
515 Katamsu Grader (1999)
C512 Dynapac 3 Wheel Roller (2000)
530 Hyster Traffic Roller (2000)
DA30 Vibratory Roller (1999)
3600 Box Tractor (1998)
2810 Box Tractor (1998)
12' Box Blade (2001)
Bomag Propaver 815-2 (2007)
Christopher Caprio  
Senior Project Manager

Mr. Caprio has over 20 years commercial and private construction experience and possesses strong labor and operational experience. He is committed to excellence in quality control and owner satisfaction. He has performed the role of Project Executive on several Pompano Beach projects. As the Senior Project Manager he plans, coordinates, monitors, controls, and closes out projects. He is in charge of all phases of the project life cycle.

Experience
Total: 26 years  
With West: 5 years

Education
Bachelor of Science in Computer Science  
Mercy College, Dobbs Ferry, NY
Union Certification in Carpentry  
United Brotherhood of Carpenters and Joiners of America, New York, NY

Credentials
Certified by the Project Management Institute (PMI) as a Project Management Professional  
OSHA Safety Trained and Certified

Project Experience
Surfside Community Center, Surfside, Florida  
$4 Million  
Project Involvement: Project Manager

Mansion at Tuckahoe  
Jenson Beach, Florida  
$3.1 Million,  
Project Involvement: Project Manager

Young Circle Arts Park Amphitheatre  
Hollywood, Florida  
$2.9 Million,  
Project Involvement: Project Manager

North County Maintenance Building,  
West Palm Beach, Florida  
$2.4 Million  
Project Involvement: Project Manager

Environmental Services Department,  
Delray Beach, Florida  
$2.9 Million  
Project Involvement: Project Manager

Wilson Park, Boynton Beach, Florida  
$6 Million, 14,000 Square Feet  
Project Involvement: Project Manager

Miller Park, Delray Beach, Florida  
$5.4 Million  
Project Involvement: Project Manager

Wilson Park, Boynton Beach, Florida  
$6.1 Million  
Project Involvement: Project Manager

Stuart Memorial Park, Stuart, Florida  
$17 Million  
Project Involvement: Operations Manager
Kurt King
Superintendent

Kurt will be responsible for managing the day-to-day field work including but not limited to, subcontractor quality and adherence to the plans and specifications, coordinating all inspections as well as preparing daily log reports and two and four week look ahead schedules.

Experience
Total: 23 years

Education
Associates Degree of Arts from The University of Detroit

Professional and Community Affiliations
Graduate of FAST Sprinkler School
10 Hour OSHA Certified
OSHA 30-Hour Training

Project Experience

Stuart Memorial Park, Stuart, Florida
$1.7 Million
Project Involvement: Superintendent

Wilson Park, Boynton Beach, Florida
14,000 Square Feet
$6 Million
Project Involvement: Superintendent

Wellington Village Park Gym, Wellington, Florida
18,000 Square Feet
$2.9 Million
Project Involvement: Superintendent

Jensen Beach Community Center
$1,054,000
Project Involvement: Superintendent

Palm Beach Shores Community Center
7,200 SF
$2.1 Million
Project Involvement: Superintendent

Palm Beach Sheriff's Office Substation, Boynton Beach, Florida
23,000 Square Feet
$4.8 Million
Project Involvement: Superintendent

Pew Family Natural Science Education Center, North Palm Beach, Florida
$815,000.00
Project Involvement: Superintendent

Fire Rescue Station #3, West Palm Beach, Florida
11,000 Square Feet
$3 Million
Project Involvement: Superintendent

Terminals 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning / Broward County
Bid Number: 21056116C1
LICENSES & CERTIFICATES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

AC# 6140490

<table>
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<th>LICENSE NUMBER</th>
<th>CLASSIFICATION DESCRIPTION</th>
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<tr>
<td>05/25/2012</td>
<td>CBC057038</td>
<td>The BUILDING CONTRACTOR</td>
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</table>

The BUILDING CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

MORGAN, MARTHA ANN
WEST CONSTRUCTION INC
318 SOUTH DIXIE HWY.
SUITE 4-5
LAKE WORTH
FL 33460

RICK SCOTT
GOVERNOR
KEN LAWSON
SECRETARY

DISPYLE AS REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

AC# 6197353

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<th>DATE</th>
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<tbody>
<tr>
<td>07/11/2012</td>
<td>CGC1516626</td>
<td>The GENERAL CONTRACTOR</td>
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The GENERAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

WEST, MATTHEW FIELDING
WEST CONSTRUCTION INC
318 S DIXIE HWY
STE 4-5
LAKE WORTH
FL 33460

RICK SCOTT
GOVERNOR
KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

City of Lake Worth
Business Tax Receipt 2011-2012

BUSINESS NUMBER: 0013611
BUSINESS NAME: WEST CONSTRUCTION INC
BUSINESS ADDRESS: 318 S DIXIE HWY, LAKE WORTH FL 33460
LICENSE NUMBER: 12-00024968
CLASSIFICATION DESCRIPTION: 90.028

EXPIRES SEPTEMBER 30TH 2012

Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning / Broward County
Bid Number: Z1055118C1
### LICENSES & CERTIFICATES

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<td>960.00</td>
<td>9440370</td>
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### STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

**LOCATED AT**
318 S DIXIE HWY #4-5
LAKE WORTH, FL 33460-0000

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LICENSES & CERTIFICATES

Florida Department of Transportation

RICK SCOTT
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 12, 2012

WEST CONSTRUCTION, INC.
318 SO. DIXIE HWY
LAKE WORTH FL 33460

*REVISED*

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

In accordance with 337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant’s audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company’s maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
SIDEWALKS

Please be advised the Department of Transportation has considered your company’s qualification in all work classes requested. We have evaluated your company’s organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: DEMOLITION (EMERGENCY), FENCING, FLEXIBLE PAVING, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING.
You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM: cj
State of Florida  
Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 5, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Sixth day of January, 2012

Secretary of State

Authentication ID: 200216707973-010612-555487
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed:
https://efile.sunbiz.org/certauthver.html
KNOW ALL MEN BY THESE PRESENTS, that we, West Construction, Inc., as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called the Surety, are held and firmly bound unto Broward County, as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars ($500,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Terminal 2, 3 and 4 Pedestrian Bridges - Phase 1 - Demolition and Cleaning

Bid/Contract No. 21056116C1

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

Signed and sealed this 3rd day of October, 2012

West Construction, Inc.

[Signature]

Witness

Fidelity and Deposit Company of Maryland

[Signature]

Witness

[Signature]

Title

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND (herein collectively called the "Companies"), by THOMAS O. MCCLELLEN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Don A. LAMBERT JR. and D. Michael STEVENS, both of Jupiter, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of April, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

State of Maryland
City of Baltimore

On this 19th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

POA-F 031-0102A
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of October, 2012.

Geoffrey Delisio, Vice President
CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

BROWARD COUNTY
through its
BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Z1056116C1

Contract Central No. 3623
ADDENDUM NO. 4

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning (NSM)

Date Of Addendum: October 12, 2012

Attention all potential bidders:

☑ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:
Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, October 17, 2012 at 2:00 p.m.

2. Item No. 2 deleted in its entirety from Addendum No. 3: Item No. 2: The Bid Sheets have been revised and are attached. These bid sheets “MUST” be completed and returned with your Bid submittal. Form No. 004113-2 Schedule of Prices Bid remain the same.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ____________________________________________
ADDENDUM NO. 3

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

Date Of Addendum: October 9, 2012

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid, or acknowledged on the Bid Tender Form. Failure of a Submitter to return or acknowledge the addenda shall be cause for rejection of the bid.

☐ Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
☐ Return Completed Revised Price Sheet with Bid Submittal
☐ Other: ____________________

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date remains as Wednesday, October 17, 2012 at 2:00 p.m
2. The Bid Sheets have been revised and are attached. These bid sheets "MUST" be completed and returned with your Bid submittal.
3. New Specification Section 07251, "Fireproofing – Performance Based" Sec for Spray-applied Fireproofing (to be replaced in Terminal vestibule ceilings). Pages 5 thru 14 of Addendum No. 3.

Request for Information:

1. Question: The recently released addendum one (1) did not address the bridge closures discussed at the pre-bid meeting. Page 7 of the project manual (temp measures) states that the Terminal 2, 3, and 4 bridges will be closed to the public at the start of the demolition. The plans call for only one bridge closed at a time. Please clarify if all of the bridges can be all be closed at the beginning of the project and worked on simultaneously.

Answer: Sheets G002 and G003, “General Notes”, Item #4 states the following: “A maximum of one pedestrian bridge (per terminal) may be worked upon at any given time.” While only one bridge per terminal may be worked on at a time, there is no limit on the closure of the pedestrian bridges - which will remain out of service from start of demolition until completion of the future Repair Phase of the project - nor any limit on work occurring at multiple terminals simultaneously.
This is consistent with the Documents and information given at the Pre-bid Conference, in which it was stated that only one M.O.T. plan per terminal may be implemented at a time. This is a safety measure to avoid causing vehicular traffic to ‘snake’ through more than one set of barricades at a terminal.

2. **Question:** The recently released addendum one (1) did not address the working hours discussed at the pre-bid meeting. Page 10, item 2 of the project manual states that working hours are from the time of last evening flight arrival to that of the first morning departure. Specification section 01016 Coordination with Occupants states working hours are 9 PM to 4 AM. Please clarify the allowable working hours.

   **Answer:** Allowable working hours shall be from 9 p.m. to 4 a.m. per Specification Section 01016 and as discussed at the Pre-bid Conference.

3. **Question:** The recently released addendum one (1) did not address the working days discussed at the pre-bid meeting. Page 10, item 2 of the project manual states that work is limited to weeknights, Monday through Friday. Specification section 01016 Coordination with Occupants states work can take place 7 days per week. Please clarify the allowable working days.

   **Answer:** Allowable working days shall be 7 days per week per Specification Section 01016, except for holiday blackout dates listed, and as discussed at the Pre-bid Conference.

4. **Question:** Please provide construction details for the following assemblies as the plans are lacking details:

   - The temporary vertical closures required at each vestibule per sheet A-101, including section details indicating tie-in of existing roof.

   **Answer:** Please refer to Details 1 and 2 on newly issued Sheet A-102, and section reference added to Detail 2 on revised Sheet A-101, Pages 15 & 16 of Addendum No. 3.

   - The protective cover for baggage level occupants as required on sheet G-003 including any overhead covers, screens, etc....

   **Answer:** Contractor is solely responsible for all jobsite safety. Contractor shall provide appropriate protection to persons and property as required by the Documents in accordance with his own judgment, means and methods, subject to BCAD approval.

5. **Question:** Page 8, item 2 of the project manual calls for DOT compliant signs to be installed at the direction of the BCAD. Please provide the types, quantities, and locations of additional signs or identify an allowance amount to be included in the bid for additional MOT requirements.

   **Answer:** Existing pedestrian-bridge mounted traffic control signage includes Crosswalk, Caution and Speed Limit signs. Where these signs are temporarily removed, DOT-compliant signs providing the same information shall be provided. The number, type and location of the signage shall be at Contractor’s discretion, subject to BCAD approval.

6. **Question:** Specification 01400 states that the Contractor is responsible for any testing not indicated as County’s responsibility. Please provide list of tests that the Contractor is responsible for procuring.

   **Answer:** Please refer to individual Specifications Sections for specific testing requirements.
7. **Question:** “Sheet E-101, note 1 says that the existing temporary lights mounted below pedestrian bridge to remain. Contractor will protect these lights from damage during the cleaning. At any given time during the duration of this project, will these lights ever have to be permanently be removed?”

**Answer:** The existing temporary crosswalk light fixtures are anticipated to remain in place for the duration of the Demolition and Cleaning Phase. They will be replaced with permanent lighting in the future Repair Phase.

8. **Question:** “Sheet E-101, notes 3, 5, & 8 say that these items will be reinstalled under a separate permit. Does this mean that the installation of these systems will be done on let’s say phase 2 of the bridge work, next year? Seems to me that the only systems to be put back immediately is the caution lights as per note 4. Please advise”

**Answer:** All items noted on sheet E-101 to be reinstalled under a separate permit are anticipated to be replaced as part of the future Repair Phase of the Pedestrian Bridge project.

9. **Question:** Note on detail 2 drawing A-101 reads in part as follows: “PROVIDE WATERTIGHT SEAL AT WALKWAY SURFACE,”. Please provide specifications for this material and clarify if this is for the entire surface of the bridge or just the portion with the temporary closure panel.

**Answer:** Please refer to Details 1 and 2 on newly issued Sheet A-102, and section reference added to Detail 2 on revised Sheet A-101, Pages 15 & 16 of Addendum No. 3.

10. **Question:** Painting specification section 09900, section 3.5 Schedule calls for unprimed steel (all steel to be unprimed after sand blasting) to receive once coat of alkyl primer and two coats of alkyd enamel. However, page six (6) of the project manual (scope of work), states “All steel framing will receive first coat zinc priming to protect against new rust until an intermediate primer coat is applied as part of the Bridge Repair project.” Please clarify the type of coatings to be used and the required number of coats of each type.

**Answer:** Cleaned steel shall receive the initial primer coat and intermediate enamel paint coat to stabilize and protect bridge members from rust until the future Repair Phase of the project, when the finish enamel paint coat will be applied.

11. **Question:** Page twelve (12) of the project manual (scope of work), item 5 calls for cleaned steel to be primed as required for application of new spray-applied fireproofing. Please confirm that the steel to receive sprayed-on fireproofing is not required to be primed.

**Answer:** Confirmed. Existing steel members within the Terminal building enclosures that are to have their spray-applied fireproofing material replaced shall not be painted.

12. **Question:** Can the same paint system that was approved and applied during last year’s improvements (Carboline Carbozinc 859 & Carbomastic 90) be utilized for this project? These are on the FDOT QPL and we had proven success with these products during the installation last year. Additionally, compatibility of the existing in-place coating system with the alkyl/alkyd system which is specified is a major concern. The alkyl/alkyd system may cause the in-place zinc rich primer/aluminum epoxy mastic to potentially fail. Neither manufacturer would be able to provide the warranty that is specified in the contract documents.
Answer: Paint systems on the current FDOT QPL for applications which are compatible with the Project scope of work are acceptable.

13. Question: With regard to touch-up on galvanized surfaces, the above referenced system's aluminum epoxy mastic would exceed the specified requirements and make for a more stream-lined warranty process from the manufacturer versus needing to provide a compatibility analysis from a certified lab.

Answer: Touch-up products that are part of the above referenced FDOT QPL-approved paint systems are acceptable.

14. Question: Where would a coal-tar epoxy be applied on Bulkheads/H piles? I don't see where this occurs at the project site.

Answer: Specification Section 09900 is based on SSPC and FDOT standards. As such, some provisions listed may not apply to this Project.

15. Question: With regard to certifications, would the KTA-Tator BCI course meet the requirement for Quality Control Personnel, they will be reporting directly to me (NACE CIP Level 1)?

Answer: Minimum personnel qualifications shall be as stated in the Documents.

16. Question: Regarding soil sampling, There is no soil at the project-site.

Answer: There is soil at the grassy areas on the parking garage side of the Baggage Level, which are open to the Departure Level above. However, if proper containment measures are followed for overhead bridge work, requirements for soil sampling are not anticipated. Please refer to the response to Question 14, above.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ________________________________________
SECTION 07251
FIREPROOFING - PERFORMANCE BASED

PART 1 - GENERAL

1.1 DEFINITIONS

1.2 QUALITY ASSURANCE
A. Reference Standards:

B. Field testing of fire resistant materials:
   1. ASTM-E605; "Thickness and Density of Spray Fire-Resistive Materials (SFRM's) Applied to Structural Members."

C. Design Criteria:
   1. Select UL-approved fireproofing assemblies which meet or exceed the Hourly Fire Resistive Requirements indicated by table in Part 1.
      a. Utilize formulations with minimum density classification required by table in Part 3 according to location/exposure condition.
      b. For each density classification: Utilize materials that comply with Minimum Physical Properties indicated by table in Part 2.
   2. Restraint Classification of structural members: "Restrained" and/or "Un-restrained" as defined by ASTM-E 119.
   3. Utilize fireproofing systems which have been tested for use in the proposed manner.
   4. Where steel bar-joists are used: Fireproofing thicknesses must be based on UL floor or roof test assemblies tested in the fully loaded condition, with the maximum allowable tensile stress of the joist equaling 30 KSI.

D. Building Construction Parameters:
   1. Comply with the following as locally adopted and amended:

E. Minimum Hourly Fire Resistance of Building Structural Elements: 3 hours at all existing beams and columns, 1 hour for miscellaneous bracing or framing members unless greater as required by Code or the Authority Having Jurisdiction.

F. Determine where fireproofing is required to provide fire resistance protection of structural elements indicated by tabular values above.
1.3 SUBMITTALS

A. Product Data:
   1. Data indicating physical properties of all proposed products.
   2. Include product information for all densities proposed for use on project; describe where each will be used.
   3. Complete UL design data for systems selected.
   4. Thickness schedule of sprayed fireproofing for specific structural elements.

B. Project Information:
   1. Test reports.

C. Contract Closeout Information:
   1. Minutes from pre-installation meeting.

1.4 PRE-INSTALLATION MEETING

A. Pre-installation meeting, directed by Construction Manager prior to beginning of fireproofing work to discuss following:

B. Pre-installation meeting, directed by Contractor, prior to beginning of fireproofing work to discuss following:
   2. Floor Plans and Framing Plans
   3. Significant Details.
   4. Manufacturer’s specifications and details.
   5. UL requirements.
   6. Protection from damage by other trades.

C. Attendance is recommended for:
   1. Construction Manager.
   2. Fireproofing installer’s superintendent.
   3. Manufacturer’s representative.
   4. Installers of interior and exterior walls.
   5. Mechanical installer.
   6. Plumbing installer.
   7. Deck installer.
   8. Other trades whose work may affect fireproofing system.

D. Minimum two weeks prior to meeting forward pertinent information to Owner and Contractor for review.
   1. Installation drawings.
   2. Manufacturer product data.
   3. Cut sheets of applicable UL Designs.
   4. Other information deemed pertinent for sound and secure application.

E. Include review of specifications, details, application requirements and preliminary work.

F. Objectives of pre-installation meeting to include:
   1. Review foreseeable methods and procedures related to fireproofing work.
   2. Tour representative areas where fireproofing will be installed.
   3. Review fireproofing system requirements.
   4. Review required submittals both completed and yet to be completed.
5. Review and finalize construction schedule related to fireproofing work and verify availability of materials, installer’s personnel, equipment and facilities needed to make progress and avoid delays.

6. Review required inspection, testing, certifying and material usage accounting procedures.

7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary protection.
   a. Review notification procedures for weather or non-working days.

8. Record discussion of conference including decisions and agreements (or disagreements) reached.
   a. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening meeting.

G. Furnish copy of record to each party who may be affected by roofing work, (whether or not they were in attendance) and to Owner and Architect.

1.5 JOB CONDITIONS

A. Apply only when ambient temperatures are above 40 Deg F and will remain so during cure period.
   1. Where temporary protection and heat is provided:
      a. Maintain temperatures at or above this level for 24 hours before, during and for 24 hours after application.

B. Ventilation: Ventilate spaces during and after application of spray-applied fireproofing by natural means or forced-air circulation until fireproofing material dries thoroughly.

C. Provide services of manufacturer’s field service representative prior to, and during application to:
   1. Check surfaces, to which fireproofing is to be applied for proper preparation.
   2. Provide instructions and technical assistance.

D. Do not install fireproofing until structure is sufficiently enclosed to prevent damage to material.

E. Coordination:
   1. Sequence and coordinate application of spray-applied fireproofing with other construction to comply with the following requirements:
   2. Provide temporary enclosures as required to confine spraying operations and protect the environment, and to prevent deterioration of fireproofing material due to exposure to weather or unfavorable ambient conditions of humidity, temperature or ventilation.
   3. Avoid exposure of fireproofing material to abrasion and other damage caused by construction operations after application.
   4. Do not apply concealed fireproofing until clips, hangers, supports, sleeves and other items penetrating fire protection are in place.
   5. Do not install ducts, piping and other items that would interfere with application of spray-applied fireproofing until application is complete and approved by field testing.
6. Do not install enclosing or concealing construction until spray-applied fireproofing has been installed, inspected and tested, and corrections have been made to defective applications.

7. Do not begin application of spray-applied fireproofing to underside of roof deck until roofing is complete, roof top units are installed, and construction roof traffic has ceased.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Acceptable Manufacturers:
   1. Fireproofing:
      a. Base:
      1) Grace Construction Products.
      b. Optional:
      1) AD Fire Protection Systems, Inc (Southwest).
      2) Isolatek International.
   2. For other products which show compliance with UL test requirements, submit request for substitution in accord with Section 00440.

2.2 MATERIAL PROPERTIES

A. General:
   1. Refer to Part 3 for locations/conditions which may require the densities listed in the following Table.
   a. It is possible that some of the density classifications may not be applicable to subject project.
   2. Refer to Part 1 for hourly fire resistance requirements of various structural elements on this project.

B. Provide products containing no detectable asbestos as determined in accordance with method specified in 40 CRF 763, Subpart E, Appendix E, Section 1, "Polarized Light Microscopy."
   1. Free from all forms of asbestos, including actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite.

C. Products to be used shall comply with the following minimum properties:

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<th>Test Method</th>
<th>Standard Density</th>
<th>Medium Density</th>
<th>High Density</th>
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<td></td>
<td>Does not contribute</td>
<td>No growth</td>
</tr>
<tr>
<td>Combustibility</td>
<td>ASTM E136</td>
<td>&lt; 5 MJ/M(^2)</td>
<td>&lt; 5 MJ/M(^2)</td>
<td>&lt; 5 MJ/M(^2)</td>
</tr>
<tr>
<td>Flame Spread</td>
<td>ASTM E84</td>
<td>&lt; 25 (Class A)</td>
<td>&lt; 25 (Class A)</td>
<td>&lt; 25 (Class A)</td>
</tr>
<tr>
<td>Smoke Developed</td>
<td>ASTM E84</td>
<td>&lt; 450 (Class A)</td>
<td>&lt; 450 (Class A)</td>
<td>&lt; 450 (Class A)</td>
</tr>
</tbody>
</table>

Footnotes:
1. Gypsum-based products may be substituted where prolonged exposure to water is unlikely.

D. Base Products:
1. Standard Density: "Monokote MK-6s and/or MK-6/HY" by Grace Construction Products.
2. Medium Density:
3. High Density: "Monokote MK-146" by Grace Construction Products.

E. Fibrous Products:
1. Fibrous products will NOT be permitted on this project.

2.3 AUXILIARY MATERIALS

A. General:
1. Provide auxiliary fire resistive materials that are compatible with spray-applied cementitious fireproofing and substrates, and are approved by UL for use in approved UL design designations.

B. Adhesive:
1. As required for bonding spray-applied fireproofing.
2. Products as approved by fireproofing manufacturer.

C. Metal Lath:
1. Expanded metal lath fabricated from material, weight, configuration and finish required to comply with approved UL design designations and fireproofing manufacturer's written recommendations.
2. Include clips, lathing accessories, corner beads and other anchoring devices required to attach lath to substrates and to receive spray-applied fireproofing.
D. Water:
   1. Potable.

E. Auxiliary Materials for use with Cellular Metal Decking:
   1. Include manufacturer’s standard spatter coat or primer where required by UL Design or recommended by manufacturer for optimal bond to substrate types (i.e. cellular decking).

F. Fungicidal Additive:
   1. Include Fungicide additive containing sodium propionate, or another approved fungus inhibitor as necessary to comply with Minimum Physical Properties and ASTM-G21.
   2. Mixed with fireproofing mixture before application.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify suitability of substrates to accept application.

B. Start of application constitutes acceptance of conditions and responsibility for performance.

3.2 PREPARATION

A. Clean off materials which impair bond from surfaces to be fireproofed.

B. Mark location of hangers, inserts, straps, anchorages, supports, etc., for other trades, that may be concealed by fireproofing to permit location after fireproofing is applied.

C. Allow time for installation of hangers, inserts, straps, anchorages, supports, etc., of other trades.

D. Prepare substrates, areas and conditions for compliance with requirements affecting performance of work.
   1. Substrates shall be free of oil, grease, rolling compounds, incompatible primers, loose mill scale, soil and other foreign substances capable of impairing bond of fireproofing under conditions of normal use or fire exposure.
   2. Objects penetrating fire resistive material, including clips, hangers, supports, sleeves and similar items, shall be securely attached to substrates.
   3. Substrates shall not be obstructed by ducts, piping, equipment and other suspended construction that will interfere with application of spray-applied fireproofing.

E. Conduct tests in accordance with fireproofing manufacturer’s written recommendations to verify substrates are free of substances capable of interfering with bond.
   1. Correct unsatisfactory conditions.
2. Start of application constitutes acceptance of conditions and responsibility for performance.

F. Cover other work subject to damage from fallout or overspray of fireproofing during application.

3.3 INSTALLATION

A. General:
   1. Install fireproofing of density types listed in this section for exposure locations and that provide fire resistance ratings indicated for components and assemblies.
   2. Thickness(es): Minimum average thickness indicated for UL design designation, but not less than $\frac{3}{8}$ IN.
   3. Apply in accordance with manufacturer's and UL requirements.
   4. Provide preparation, primers, adhesives, materials, taping and sealers necessary to provide required fire resistance ratings.
   5. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey and spray on fireproofing material, as applicable to particular conditions of installation and as required to achieve fire resistance ratings indicated.
      a. Apply spray-applied fireproofing materials that are identical to products tested and substantiated by test reports with respect to rate of application, accelerator use, sealers, topcoats, tamping, troweling, rolling and water overspray.

B. Where required to achieve fire resistance rating or recommended in writing by fireproofing manufacturer, coat metal deck substrates with adhesive before applying fireproofing material.

C. Extend fire-resistant material in full thickness over entire area of each substrate to be protected. Unless otherwise recommended in writing by SFRM manufacturer, install body of fire-resistant covering in a single course.

D. Connections of Dissimilar Structural Elements:
   1. Definition: Where structural elements are joined to other, often different type, of structural elements having a lesser SFRM protection requirement.
   2. Overlap the lesser priority structural element with superior SFRM thickness required by the higher priority element.
   3. Minimum Width of Overlap (typical): As required design system published by UL or similar testing agency, but not less than 6 IN.

E. Install metal lath if required to comply with fire resistance ratings or fireproofing manufacturer's written recommendations for conditions of exposure and intended use.
   1. Securely attach lath to substrate in position required for support and reinforcement of fireproofing material.
   2. Use anchorage devices of type recommended in writing by fireproofing manufacturer.
   3. Attach lathing accessories where required for secure attachment to substrate.

F. Spray-apply fireproofing to maximum extent possible.
1. Apply fireproofing in thicknesses and densities not less than required for fire resistance ratings for each condition, but apply in greater thicknesses and densities if indicated.
2. Following spraying operations in each area, complete coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.
3. Where sealers are used, apply products that are tinted for differentiation from spray-applied fireproofing.

G. Fireproof accessory items including but not limited to X-bracing, struts, outriggers and similar items.

H. At slab depressions, including regions which are sloped-to-drain):
   1. Apply additional fireproofing as required to compensate for reduced overall slab thickness.
   2. Extend 2 FT beyond perimeter of depressed region.

3.4 SCHEDULE OF DENSITIES REQUIRED BY EXPOSURE CONDITIONS

A. Determine appropriate density required for project conditions base on the following (some conditions may not apply to subject project):

<table>
<thead>
<tr>
<th>Location/Exposure Condition of Structural Members</th>
<th>Minimum Density Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INDETERIOR</strong></td>
<td></td>
</tr>
<tr>
<td>Concealed</td>
<td>Members that are fully concealed behind permanent Wall or Soffit Construction. (Refer to &quot;Exposed&quot; if any portion of a member is not concealed).</td>
</tr>
<tr>
<td>Exposed</td>
<td>Members that are entirely above ordinary (non-walkable) Suspended Ceilings.</td>
</tr>
<tr>
<td></td>
<td>Members where any exposed portion occurs within interstitial spaces above walk-able Ceiling Systems (i.e. Laboratories, Clean Rooms, etc).</td>
</tr>
<tr>
<td></td>
<td>Members where any exposed portion occurs within Elevator Shafts, Air Shafts or Air Plenum Space.</td>
</tr>
<tr>
<td></td>
<td>Members where any exposed portion occurs within 8 FT of Floors, Stair Landings, Treads or similar walking surface.</td>
</tr>
<tr>
<td><strong>EXTERIOR</strong></td>
<td></td>
</tr>
<tr>
<td>Concealed</td>
<td>Members that are fully concealed by weathertight construction.</td>
</tr>
<tr>
<td></td>
<td>Members that are fully concealed by exterior soffit construction.</td>
</tr>
</tbody>
</table>
General Notes:
Use above Table to select appropriate minimum density, based on the Location/Exposure criteria which best describes the condition. It is acceptable to provide material of a higher density.

Where a member (or various portions of a member) fits multiple Location/Exposure categories: Utilize the highest density product from among the potential choices; Apply that density to the “entire” member.

Refer to Part 2 for minimum properties of each density classification.
Refer to Part 1 for hourly fire resistance requirements of various structural elements on this project.

Footnotes:
1. Ensure the use of Portland Cement-based formulas where prolonged exposure to water or high-humidity (>70% RH) is likely.
2. Upgrade to “Medium” where above-ceiling space is designed as an Air Plenum.

3.5 FIELD QUALITY CONTROL

A. General:
1. Thickness and Density Testing:
   b. Minimum Test Frequency: Per building Code, as locally adopted, but not less that frequency prescribed by ASTM-E605.
2. Bond Adhesion/Cohesion Testing:
   b. Minimum Test Frequency: Per building Code, as locally adopted, but not less that frequency prescribed by ASTM-E736.

B. Testing Paid for By Owner:
1. Contractor to arrange with independent testing laboratory to take samples and conduct required tests.
   a. Contact laboratory, solicit quotes, provide additional information about laboratory Owner requires.
   b. Provide information to Owner for review.
   c. Obtain written Owner approval of selected laboratory.
   d. If laboratory is unacceptable, investigate others until Owner accepts one.
2. Test in field, per ASTM standards indicated to ensure conformance with applicable building Code and UL requirements for thickness, density and bond strength.
3. Should test fail, take additional tests until extent of defective area has been determined.
4. Repair or remove and replace defective material and retest until requirements are met.
5. Cost of initial tests paid by Owner.
6. Retesting due to test failure paid by Contractor.
3.6 CLEANING, PROTECTION AND REPAIR

A. Cleaning:
   1. Immediately after completing fireproofing in each containable area, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove soiling.

B. Protection:
   1. Protect fireproofing, in accordance with manufacturer's and installer's recommendations, from damage resulting from construction operations to result in fireproofing without damage or deterioration.
   2. Coordinate applicable of fireproofing with other construction to minimize need to cut or remove fireproofing.
   3. As installation of other construction proceeds, inspect fireproofing material and patch damaged and removed areas.

C. Repair:
   1. Repair or replace work that has been damaged.
   2. Where areas of fireproofing become damaged, after work of other trades has progressed sufficiently, patch, repair and restore fireproofing to complete UL required condition at no additional expense to Owner.
   3. Mechanical and Electrical Division installers are responsible for repair required as a result of their work.
   4. Repair responsibility of this installer is limited to correction of damage caused by trades other than Mechanical and Electrical Divisions.

END OF SECTION
ADDENDUM NO. 2

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning(NSM)

Date Of Addendum: October 2, 2012

Attention all potential bidders:

☑ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:

1. The Bid Opening Date has been revised as follows: Wednesday, October 17, 2012 at 2:00 p.m. Location remains the same.

2. The deadline for Request for Information concerning the technical specifications pertaining to this bid is 4:00 pm on Monday, October 8, 2012. The Aviation Department will not accept any Request for Information after the deadline in order maintain the project schedule. Please forward all RFI’s to mdurden@broward.org and acuevas@broward.org

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ________________________________________________
ADDENDUM NO. 1

Solicitation No.: Z1056116C1
Solicitation Title: Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

Date Of Addendum: September 26, 2012

Attention all potential bidders:

Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged on the Bid Tender Form or returned with your Bid submittal.

To all prospective bidders, please note the following changes and clarifications:
Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

1. The Bid Opening Date will remain the same Wednesday, October 3, 2012 at 2:00 p.m. Location remains the same.

2. Form 004300: Domestic Partnership Certification Form - Revised to Read: This form should be submitted with the bid but must be completed and submitted within five business days of County’s request.

3. Section 01010 – Summary of Work has been revised:
   2. Deductive Alternate 1, Consisting of the following general areas of work:
      a. Paint and rust removal and associated work at steel framing members to be demolished in a future Phase of the Project. Refer to Specification Section 01030 “Alternates” for complete description. See revised Section 01010 on pages 4 thru 7 of Addendum No. 1

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: ________________________________

Addendum Form 3 (rev 08/2012)

A Service of the Broward County Board of County Commissioners
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN FIVE BUSINESS DAYS OF COUNTY'S REQUEST

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).

☐ The vendor's price bid for the initial contract term is $100,000 or less.

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees' spouses.

☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, _____________________________, _____________________________ of
(Name) (Title)
___________________________ hereby attest that I have the authority to sign
(Vendor)
this notarized certification and certify that the above-referenced information is true, complete and correct.

________________________________
Signature
________________________________
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of ________________, 20__

STATE OF ______________________ COUNTY OF ______________________

___________________________
Notary Public (Print, type or stamp commissioned name of Notary Public)

My commission expires: ________________ (SEAL)

Personally Known ____ or Produced Identification ____

Type of Identification Produced: ________________
SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 The COUNTY CONTRACT and Section 01010 – SUMMARY OF WORK

A. Precedence
   1. In case of disagreement between Section 01010 - SUMMARY OF WORK and THE COUNTY CONTRACT, THE COUNTY CONTRACT shall govern.

B. Related Sections:
   1. DIVISION 01 - GENERAL REQUIREMENTS Section(s):
      a. 01040 - PROJECT COORDINATION
      b. 01313 - CONSTRUCTION SCHEDULING MANAGEMENT SYSTEM
      c. 01315 - PROJECT SCHEDULE (COMPUTERIZED CPM)

1.2 DESCRIPTION

A. Project / Work Description:
   1. The General overall description of the Work of the Contract is as follows:

      TERMINAL 2, 3 & 4 PEDESTRIAN BRIDGES PHASE 1: DEMOLITION AND CLEANING

B. Contract Documents:
   1. 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:
   1. The intent of the Contract is to provide for construction and furnishing in an efficient manner, in every detail, of the Work described to provide the County with complete and fully functional facilities. 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 requirements of the COUNTY CONTRACT and all Contract Documents.

D. Protection of Underground Facilities:
   1. The County has a Zero Tolerance Policy for Protection of Underground Utilities that shall be enforced for this Contract. The policy requires the CONTRACTOR’s strict adherence to the following:
      Before using powered excavation equipment within the “Zero Tolerance Zone” the CONTRACTOR shall:
a. Prepare and receive the OWNER's written approval of a site-specific Logistics Plan/Methods Statement
b. Notify each Utility company to arrange for positive underground location
c. Receive the written approval of the OWNER, Utility companies, & FAA (through OWNER) that the outside limits of all underground utility services have been properly located and staked.
d. Use excavation methods acceptable to the OWNER within 3 feet of such outside limits

No work shall be performed without an OWNER- approved completed Quality Control Check-Off Sheet and an OWNER inspector being physically present at the area of excavation.

1.3 LIMITS OF CONSTRUCTION AND CONTRACTOR USE OF PREMISES

A. The work set forth in these bid documents includes the furnishing of all labor, materials, equipment, services and incidental for construction.

1.4 DESCRIPTION OF THE WORK

A. The Work of the Project includes the following:

1. Demolition and Cleaning of the pedestrian bridges, consisting of the following general areas of work:

   a. Removal of all existing pedestrian bridge metal wall panels, roof panels, lighting, signage and walkway flooring, i.e., “stripping down” the pedestrian bridges to their structural frame and concrete walkway desk, where shown.

   b. Removal of all existing rust damage and existing primer/paint from the pedestrian bridge structural steel, and from supporting steel in the Terminal buildings, where shown.

   c. Providing access to the OWNER and/or CONSULTANT to visually observe the condition of the remaining bare, cleaned steel.

   d. Providing any required “emergency” repair to the remaining steel members, as directed by the OWNER.

   e. Priming and painting bare steel with the first two parts of the specified three part system to stabilize the steel and prevent new rust damage until the future Phase of the Pedestrian Bridge project is completed, when the steel will receive the finish coat / third part of the specified paint system.

   f. Providing temporary construction to provide a secure, durable, watertight closure for all affected construction, as shown, to remain a minimum of one year, until the future Phase of the Pedestrian Bridge project is completed by BCAD.

2. Deductive Alternate 1, consisting of the following general areas of work:

   a. DELETE paint and rust removal and associated work at steel framing members to be demolished in a future Phase of the Project. Refer to Specification Section 01030, “Alternates” for complete description.
1.5 SCHEDULING

A. 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.

1.6 RELATED WORK

A. The County will advise of other projects in construction that may require job site coordination by the CONTRACTOR.

1.7 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 OWNER.

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 OWNER from any and all damages or claims.

E. The CONTRACTOR shall arrange his Work and shall place and 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.

1.8 COUNTY OCCUPANCY

A. The COUNTY will occupy the terminals, parking garages and roadways during the entire period of construction.

PART 2 PRODUCTS

Not Used

EXECUTION

Not Used
END OF SECTION
ATTENTION

Dear Vendor:

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

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

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

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Chip LaMarca • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Barbara Shanef • Lois Weiner
www.broward.org

4-10-2012
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SECTION 001100-1: NOTICE

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

Capital Improvement Program / Aviation Department (Using Division)

Marc Gambrill
(Director – Contract Administrator)

HDR Engineering, Inc
(Consultant, if applicable)

Approved by

[Signature]
Contract Administrator
Date 5/31/12

[Signature]
Purchasing Agent
Date 8/31/12

[Signature]
Risk Management Division
Date 8/27/12

4-10-2012
SECTION 001100-2: NOTICE OF INVITATION TO BID

Refer to website: www.broward.org/purchasing

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for the construction of **Terminals 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning** for the Capital Improvement Program Division /Aviation Department.

**Bid No. Z1056116C1**, will be received by the Board of County Commissioners, Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 until **2:00 p.m.** on Wednesday, October 3, 2012, at which time bids will be publicly opened and read thereafter.

Bid opening can be viewed through a live webcast; visit www.broward.org and select Video Central.

There will be a Pre-bid Conference and Site Visit on Monday, September 17, 2012, at 10:00 am at the following location:

Broward County Aviation Department

Airport Commerce Park, Building No. 2, Suite 219

4101 Ravenswood Road, Suite 219, Conference Room

Fort Lauderdale, Florida 33312

Parking permitted in only white parking curb spaces

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

The Contract Documents are open to public inspection at the offices of the Purchasing Division of Broward County, Government Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

A copy of the Contract Documents may be obtained at

HDR Engineering, Inc.

5310 N.W. 33rd Avenue

Suite 212
Fort Lauderdale, Florida 33309

Phone: (954) 535-1876

Contact: Mr. Timothy Fish, P.E., Assistant Project Engineer

for a charge of $100.00, payable by cash or check.

Make checks payable to: HDR Engineering, Inc. non-refundable.
SECTION 001100-3: SCOPE OF WORK

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

The “Demolition and Cleaning” scope of work for the four (4) existing pedestrian bridges linking Terminals 2, 3 and 4 with the Palm Parking Garage at Fort Lauderdale-Hollywood International Airport, consists of the demolition of non-structural existing roofs, walls, floor elements and electrical. The existing paint shall be removed including lead based paint. Cleaning of rust damaged structural steel major and miscellaneous steel framing members shall be in accordance with OSHA, EPA and SSPC requirements. Associated temporary demolition and construction at the bridges and adjacent structures shall be performed. Hazardous material containment, public protection, safety measures, maintenance of vehicular and pedestrian traffic are required. Fill in detail of scope of work.
SECTION 002000: DEFINITIONS

Definitions: Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

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

3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

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

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

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

7. Contract Documents: The official documents setting forth bidding information, requirements and contractual obligations for the project and includes the Contract, Invitation to Bid, Scope of Work, Instruction to Bidders, Supplements, Technical Specifications, Exhibits, Certificates, Closeout Forms, General Conditions, Supplementary Conditions, Plans, Drawings, Addenda, General Requirements, Project Forms, Certifications, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Purchase Order(s), Change Order(s), Field Order(s), Supplemental Instructions and any additional documents the submission of which is required by this Project.

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

9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended as provided herein.

10. CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.

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

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

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

14. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.

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

16. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.

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

18. Project Initiation Date: The date upon which the Contract Time commences.

19. Responsive bidder: means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

20. Responsible bidder: means an offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

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

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

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

24. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR’s obligations. The Work may constitute the whole or a part of the Project.
SECTION 002100: INSTRUCTIONS TO BIDDERS

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

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

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

2. Pre-Bid Interpretations: Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY in writing. Bidder shall submit all questions by e-mail to: Alex Cuevas, Project Manager II, Capital Improvement Program Division, at acuevas@broward.org and Michal Durden, Purchasing Agent III, at mdurden@broward.org.

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

3. Submission of Sealed Bids: All bids must be received at the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder’s sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder’s delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier,
shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy and one compact disk (CD) of executed scanned bid document in one envelope. The CD should contain a scanned portable document format (PDF) file of the submitted original hardcopy. If there are any discrepancies, information contained in the original hard copy will prevail. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

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

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

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

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

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

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

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

11. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY. Refer to Section 002200: Instructions to Bidders Supplement for additional requirements of Bidder’s qualifications (if applicable).

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

12. Addenda and Modifications: Bidders are responsible for checking the COUNTY’s website (www.broward.org/purchasing) for additional information and addenda. COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening date, or less as stated in addenda. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents. Bidders shall be responsible for obtaining, reviewing and executing each addendum. Bidders shall be responsible for notifying COUNTY of any issues in each addendum within seven (7) business days of issuance and prior to submittal of bid response.

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

14. Prevailing Wage Rates:
   14.1. Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars ($250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (refer to Instructions to Bidders Supplement, Section 002205-1).

   14.2. Davis Bacon Wage Rates: (federally funded contracts) are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate (refer to Instructions to Bidders Supplement, Section 002205-1).

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

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

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

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

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

15.2.3. The primary routes of entry and symptoms of overexposure.

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

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

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

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

16. Asbestos Containing Material in County Buildings: In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

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

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

19. **Protested Solicitation and Award**: Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

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

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

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

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

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

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

21. **Local Preference**: In accordance with Section 1-74 through 1-80 Broward County Code of Ordinances, as amended, and Section 21.31.a of the Broward County Administrative Code, as amended, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise prohibited by federal or state law or other funding source restrictions, when there is an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid, each will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid. Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

22. **Battery Disposal**: In accordance with Florida 1993 Solid Waste Act, the manufacturer of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries purchased by the COUNTY. The COUNTY shall not be liable for any cost associated with the reclamation and disposal of such batteries.

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

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

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

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

24.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY’s Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

25. **Tie Bids:** If two or more bidders are tied, the tie will be broken and the successful vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.

26. **Public Bid Disclosure Act:** Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction are identified in Section 2204: Public Bid Disclosure Act. Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.

27. **Certification, License and Registration Requirements:** The certification, license and registration requirements for this project are identified in Section 002202.

28. **Office of Economic and Small Business Development (OESBD) Requirements:** as provided for in Section 002201, OESBD will review bidder’s submission for compliance to the participation goal established for this Contract or demonstrates that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid. Where the determination the bidders is non-compliance to participation goals, the Director of Purchasing will determine responsiveness.

29. **Bid Guaranty Requirement:** All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 7200, General Conditions, Section 5, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 004313), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond/Guaranty and Payment Bond/Guaranty and evidence of required insurance (or enrollment into OCI P) within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE
DEEMED A VALID BID GUARANTY. The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond/Guaranty, Payment Bond/Guaranty and Certificate(s) of Insurance (or enrollment into OCIP), within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY’s Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

30. **Domestic Partnership Act Requirements:** “Domestic Partnership Act – Ordinance No. 2011-26 Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011-26 has been amended to require all Contractors contracting with Broward County in an amount over $100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employee spouses, with certain exceptions as provided by the Ordinance. See attachment titled “Domestic Partnership Certification” which should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County’s request.

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

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

33. **Security Requirements:** The applicable security requirements for this project are identified in Section 002200, Instructions to Bidders Supplement (Aviation, Port Everglades, or other known security requirements for construction location).

34. **Drug-Free Workplace Certification:** Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free
Workplace Certification (Form 004546-1) should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your firm unqualified and ineligible for award.

35. **Non-Collusion:** By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. The Bidder should complete and submit the Non-Collusion Certification Form (004546-2) with the bid submittal, but must submit within five (5) business days of COUNTY's request.

36. **Non-Certified Subcontractors and Suppliers:** CONTRACTOR shall within five (5) calendar days of the COUNTY's request, or prior to award of the Contract, whichever occurs first, notify COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the "Vendors List (Non-Certified Subcontractors and Suppliers Information)" (Form 004546-3) properly filled out with each subcontractor's information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of $50,000 or more. CONTRACTOR shall provide the COUNTY with the Final List of Non-Certified Subcontractors and Suppliers Form (Closeout Form 007600-4) as part of CONTRACTOR's Final Payment package.

37. **Lobbyist Registration Certification:** A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall certify that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for convenience. The Bidder should complete and submit the Lobbyist Registration Certification Form (004546-4) with the bid submittal, but must submit within five (5) business days of COUNTY's request.

38. **Scrutinized Companies List:** (if applicable) Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form (004546-5) with the bid submittal, but must submit within five (5) business days of COUNTY's request.

39. **Trench Safety Act:** (if applicable) If the Bid Tender Form is marked, the Bidder should complete and submit the Trench Safety Act (Form 004546-6), with the bid submittal, but must submit within five (5) business days of COUNTY's request.
40. **Insurance Requirements**: The insurance requirements for this project are identified in the Instructions to Bidders Supplement, Section 002203-1 or 002203-2.

40.1. OCIP Certification: (if applicable) Bidder should submit an Owner Controlled Insurance Program Certification (Form 004546-7) with bid submittal, but must submit within five (5) business days of County's request. Vendor assumes full responsibility to read, understand, and comply with all of the COUNTY’s insurance requirements and OCIP requirements as explained in the contract documents, the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual.

40.2. OCIP Enrollment: (if applicable) within five business days of the COUNTY’s request, the recommended vendor for award shall complete the OCIP enrollment forms (OCIP Insurance Manual, AON Form-3) and submit them to the OCIP Administrator. The contract award shall be contingent upon AON’s review and the COUNTY’s Risk Management Division’s approval of the forms.

41. **E-Verify Program Certification**: (applicable only for state-funded contracts) On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”). The Employment Eligibility Verification Program Contractor Certification (Form 004546-8) should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.
SECTION 002200: INSTRUCTIONS TO BIDDERS SUPPLEMENT

Airport Security Program and Aviation Regulations

Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Contractor agrees to comply with the County’s Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and 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 subleases, employees, invitees and guests observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subleases, 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 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 Contractor agrees to pay and/or reimburse the 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. 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. In the event Contractor fails to remedy any such deficiency, the County may do so at the cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Operation of Vehicles on the AOA: Before the Contractor shall permit any employee of Contractor or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the 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 Contractor or of any 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.

(b) Consent to Search/Inspection: The 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 Contractor further agrees on behalf of itself and its subcontractor 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. 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, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Contractor or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Contractor or by any subcontractors.

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.
SECTION 002201: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS

1. The Broward County Business Enterprise Program (CBE Program) shall apply to this contract. The CBE Program objective is to ensure that small businesses based in Broward County are able to meaningfully participate in Broward County procurement and projects as contractors and as subcontractor. Broward County (hereafter referred to as the County) seeks to accomplish this objective through the establishment of annual and contract goals. In an effort to achieve these goals, the COUNTY requires all who respond to this solicitation to utilize or attempt to utilize CBE firms in performing the contract that will result from this bid in at least the percentage amount assigned for this bid. The CBE participation goal assigned for this contract is **17 percent (17%)**.


2. No bidder shall prohibit a CBE firm from, nor inhibit it, in offering its goods or services to other bidders. A bidder may be disqualified from consideration for award under this bid if it is in violation of this section.

3. Compliance with the requirements of **CBE participation goals is a matter of responsiveness.** To be responsive, a bidder MUST comply with the CBE Program requirements related to submission of bids. These requirements are set forth in paragraphs below and in Broward County Ordinance No. 2009-40 (also referred to as County Business Enterprise Act of 2009). A copy of the Ordinance may be viewed on-line at: [http://www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)

4. The provisions set forth below in Requirements for Contracts with CBE Goals shall be included in and shall become material terms and conditions of the contract resulting from the award of this bid.

5. **CBE Requirements for Submitting Bids**: a bid will not be considered responsive unless the bidder complies with the CBE participation goal established for this contract or demonstrates that the bidder made a good faith effort to meet the CBE participation goal (as provided in Item 15 – Determination of Good Faith Effort) and submits the required information with the bid. The attachments to this contract are identified as follows and must be completed and returned with your bid:

   5.1. Letter of Intent to Utilize County Business Enterprise (CBE) (Form 004339-1)
   5.2. Schedule of (CBE) Participation (Form 004339-2)
   5.3. Application for Evaluation of Good Faith Effort (required only if the CBE participation goal is not met) (Form 004339-3)

   Bidders must comply with the CBE participation goal established for this bid and must submit all forms required with the bid submittal in order to be responsive.
6. The following information must be submitted for each CBE firm that the bidder proposes to utilize if awarded this bid in order to meet the CBE goal of a contract:

6.1. The names and addresses of each CBE firm that will participate in the contract resulting from this bid;

6.2. A description of the work that each CBE firm will perform;

6.3. The dollar or percentage amount of the participation each CBE firm will receive under the contract resulting from this bid;

6.4. Signed and sworn or affirmed acknowledgement before a notary of the bidder’s commitment to use each CBE firm whose participation the bidder submits for the purpose of meeting the contract participation goal; and

6.5. Signed and sworn or affirmed acknowledgement before a notary public from each CBE firm that it will participate in the contract as provided in 6.2 and 6.3 above.

7. The information required above in (6), above, shall be submitted on the form titled “Letter of Intent” to Utilize County Business Enterprise (CBE) Subcontractors/Subconsultants and on the form titled “Schedule of Participation” Any change of a proposed CBE firm after bid opening but prior to award shall be by utilization of another CBE firm or firms certified by the Office of Economic and Small Business Development to perform at least the same percentage of work that was to be performed by the CBE Firm being replaced.

8. If the bidder is a joint venture that includes a CBE firm as a joint venture, a “Joint Venture Eligibility Application” must be submitted with the bid in addition to the “Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Subconsultant” and “Schedule of (CBE) Participation” If credit is desired for the CBE firm that is a participant in the joint venture. A joint venture that includes a CBE firm as a bidder will be credited with CBE participation on the basis of the percentage of work to be performed by the CBE firm or the percentage of profit to accrue to the CBE firm. For example, if a joint venture that includes a CBE firm that is proposed to perform fifty percent (50%) of a project quoted at $500,000 and fifty percent (50%) of the profits are to accrue to the CBE firm in the joint venture, the CBE firm’s participation will be credited as fifty percent (50%) of the work or $250,000. The percentage and dollar amount of the work to be performed by the CBE must be noted on the Letter of Intent submitted with the bid.

9. If a CBE firm that bids to provide the goods or services, will be credited with CBE participation for that portion of the contract work that the CBE firm performs and for that portion subcontracted to other CBE firms. In determining whether a CBE firm that is bidding has met the contract participation goal, the amount of contract participation by the bidding CBE firm shall be included in calculating the total CBE participation under the contract. For example, if a bidding CBE firm proposes to perform fifty percent (50%) of the work quoted at $500,000 and to subcontract twenty-five percent (25%) to a non-CBE firm and twenty-five percent (25%) to a CBE firm, the CBE participation will be credited at seventy-five percent (75%) or $375,000.

10. A bidder may also count expenditures for materials and supplies towards its CBE participation goals if the supplier or manufacturer is a CBE firm, and if the CBE firm is under contract with the bidder to provide the materials and supplies. This should be identified in bidder’s submittal.
11. The forms submitted shall only address the base bid. No alternate/optional bid item(s) shall be addressed. If CBE participation for alternate bid item(s) is required, the participation shall be addressed after the bid opening as follows: Certain project may include alternate bid item(s) for which bidder is required to submit a bid and for which the County reserves the right to award after bid opening. If the County chooses to exercise the right to award alternate bid item(s), the CBE participation goal for this bid shall apply to the alternate bid item(s) to be awarded, and the County shall issue a CBE notice to the apparent successful bidder which shall require the bidder to comply with the CBE participation goal for the alternate bid item(s). Prior to award, the apparent successful bidder shall submit to the County all forms required by the CBE notice applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms may result in the bidder being deemed non responsible and rejection of the bid.

12. **Determination Of Good Faith Effort:** If the proposing firm does not plan to meet the goal for the project, it must submit the Application for Evaluation of Good Faith Effort form along with supporting documentation consistent with the ordinance. A bidder shall not be determined non-responsive and shall not be denied award of a contract due to the failure of a bidder to meet the assigned contract goal if the bidder timely provides documentation demonstrating, as determined by the Office of Economic and Small Business Development, the bidder's good faith effort to meet the goal. A bidder that does not meet the goal shall provide documentation of Good Faith Effort consistent with the Ordinance and this section or it will be found non-responsive. Bidders who wish to be considered for good faith effort, shall complete and submit an "Application for Evaluation of Good Faith Effort" at the time the bidder submits its bid. In making such determination, of Good Faith Effort, the Office of Economic and Small Business Development shall consider all of the factors listed in Section 1-81.4 (g). The efforts to be considered by the Office of Economic and Small Business Development include, but are not limited to:

12.1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified CBE firms (or CBE firms eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the CBE firms to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of CBE firms.

12.2. Identifying the portions of the contract that could reasonably be performed by a CBE in order to increase the likelihood that the CBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by CBEs.

12.3. Providing each interested CBE firm with adequate information about the plans, specifications, and requirements of the contract in a timely manner.

12.4. Rejecting a CBE firm as being unqualified for participation only after diligently investigating the CBE firm capabilities and documenting the sound reasons justifying such rejection (with such documentation to be provided the County).

12.5. Negotiating in good faith with each interested CBE firm. Evidence of such negotiation includes the names, addresses, and telephone numbers of CBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why an agreement could not be reached with an interested CBE firm to perform the work.
12.6. Use of good business judgment regarding a number of factors in negotiating with all subcontractors, including CBE firms, and in considering such subcontractors’ price and capabilities. The fact that there may be some additional costs involved in subcontracting with CBE firms is not in itself sufficient reason for a bidder’s failure to meet the contract’s CBE goal, as long as such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made jointly by the Purchasing Director (or designee) and the Program Director (or designee), with any disagreement resolved by the County Administrator or designee.

12.7. If a CBE firm is rejected as unqualified to perform desired work, such rejection must be for sound reasons and occur only after a diligent investigation of the CBE firm’s capabilities.

12.8. In determining whether a bidder has made a Good Faith Effort, the County may take into account the response of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, it is proper to question whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average CBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence of the apparent successful bidder having made a Good Faith Effort.

All documentation submitted pursuant to the requirements outlined in Item 12 above must be provided at the time of bid submittal and be accompanied by the Application for Evaluation of Good Faith Effort (Form 004339-3) referred to in Item 5.3.

13. Requirements for Contracts with CBE Goals: The terms and conditions set forth in Requirements for Contracts with CBE Goals shall be binding upon the successful bidder and shall be additional terms of the contract resulting from the award of this bid. The terms and conditions set forth in Requirements for Contracts with CBE Goals shall also be included in each subcontract that the successful bidder executes with a CBE firm in fulfillment of the contract resulting from the award of this bid.

For purposes of Requirements for Contracts with CBE Goals: (a) “Contractor” shall mean the successful bidder for this contract; (b) “CBE Subcontractor” shall mean each CBE firm included in the Contractor’s bid and the resulting contract, and the CBE Subcontractor is certified in accordance with the CBE Program; (c) “Contract Administrator” shall mean the County’s representative assigned to manage the contract resulting from award of this bid.

13.1. No party to this contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy or gender identity and expression in the performance of this contract.

13.2. The Contractor shall comply with all applicable requirements of the County Business Enterprise (CBE) Program in the award and administration of this contract. Failure by the Contractor to carry out any of the CBE Program requirements shall constitute a material breach of this contract, which shall permit the County to terminate the contract or to exercise any other remedy available under the contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.
13.3. The Contractor shall not terminate a CBE firm listed as a subcontractor without cause unless the Contractor has received the County’s prior written consent of the Office of Economic and Small Business Development. The Contractor acknowledges that any failure to meet its obligation shall constitute a material breach of contract.

13.4. The Contractor is responsible for meeting the level of CBE participation for the project as agreed at project award. If a CBE firm is terminated for any reason, the Contractor shall make good faith efforts to find another CBE firm to perform the work to be performed by the original CBE firm.

13.5. The County shall have the right to review each proposed amendment, extension, modification, or change order to this contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial contract price by ten percent (10%) or Fifty Thousand Dollars ($50,000), whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this contract. The Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

13.6. The Contractor shall allow the County to engage in on-site reviews to monitor the Contractor’s progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator.

13.7. Upon award or execution of this contract by the County, the Contractor shall enter into a formal contract with the CBE firms the Contractor selected to fulfill the CBE participation goal for this contract.

13.8. The Contractor shall submit monthly utilization reports regarding compliance with its CBE obligations to the Contract Administrator with its partial pay request. The monthly utilization reports shall be submitted on a form which may be obtained at the Office of Economic and Small Business Development.

13.9. The Contractor shall inform the County immediately when a CBE firm is not able to perform or if the Contractor believes the CBE firm should be replaced for any other reason, the Office of Economic and Small Business Development shall review and verify the Contractor’s good faith efforts to substitute the CBE firm with another CBE firm. The Contractor may change the CBE firm only upon receiving the prior approval of the Office of Economic and Small Business Development.

13.10. The Contractor acknowledges that the Board of County Commissioners, acting by the Director of the Office of Economic and Small Business Development, may make minor administrative modifications to the CBE Program which shall become applicable to this contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to the Contractor.

13.11. If the Contractor fails to comply with the requirements of County Business Enterprise Act of 2009, the County reserves the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this contract or under applicable law.
SECTION 002202: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS

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

STATE:

CERTIFIED GENERAL CONTRACTOR; OR

OR

CERTIFIED BUILDER CONTRACTOR; OR

OR

BROWARD

COUNTY:

GENERAL BUILDING CONTRACTOR---CLASS "A"; OR

(Must be registered with the State)

OR

GENERAL BUILDING CONTRACTOR CLASS "B"; OR

(Must be registered with the State)

OR

DEMOLITION CATEGORY (NON-EXPLOSIVE)—CLASS "D"

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

Special Exception From the Above Requirements For a Non-Florida Domiciled Contractor Bids for construction, improvement, remodeling, or repair of COUNTY buildings only (if applicable): If Bidder is a Non-Florida Domiciled Contractor, Bidder may, in lieu of complying with requirements set forth above, submit evidence to COUNTY of having applied for a limited Non-Renewable Registration from the Department of Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph.
BIDDER must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.
SECTION 002203-1: INSURANCE REQUIREMENTS (NON-OCIP)

NOT APPLICABLE FOR THIS SOLICITATION.
SECTION 002203-2: INSURANCE REQUIREMENTS (OCIP)

1. Insurance Requirements:

1.1 COUNTY Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program ("OCIP") for the Project. The OCIP will be administered by Aon Risk Services of Florida, Inc. The OCIP is more fully described in the insurance manual (the "Insurance Manual") for the Project, which is hereby incorporated into this Contract by this reference and is available at http://www.broward.org/Purchasing/Documents/ocipmanual.pdf. Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The OCIP will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, Excess Liability insurance, Builder's Risk insurance, and Pollution Liability insurance as summarily described below, in connection with the performance of the Work ("OCIP Coverages").

1.1.1 Enrolled Parties and Their Insurance Obligations. OCIP Coverages shall cover Enrolled Parties. Enrolled Parties are: the COUNTY, the OCIP Administrator, CONTRACTOR and eligible Subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as COUNTY may designate, in its sole discretion (each party insured under the OCIP is an "Enrolled Party."). Enrolled Parties shall obtain and maintain, and shall require each of its or their Subcontractors to obtain and maintain, the insurance coverage specified in Section 1.2, below, and in the Insurance Manual.

1.1.2 Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following "Excluded Parties":

(a) Hazardous materials remediation, removal and/or transport companies and their consultants;

(b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;

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

(d) CONTRACTOR and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and

(e) Any parties or entities excluded by COUNTY in its sole discretion, even if they are otherwise eligible.
Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 7.2, below, and in the Insurance Manual for all on-site and off-site operations.

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

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

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

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

1.1.4.3. Employer’s Liability Insurance with the following limits:

1.1.4.3.1. Bodily Injury by Accident, each accident $1,000,000

1.1.4.3.2. Bodily Injury by Disease, each employee $1,000,000

1.1.4.3.3. Bodily Injury by Disease, policy limit $1,000,000

1.1.4.3.4. This insurance is primary for all occurrences at the Project site.
1.1.4.4. Commercial General Liability Insurance provided on ISO Occurrence Form, or its equivalent, with the following limits:

1.1.4.4.1. Each Occurrence Limit $2,000,000

1.1.4.4.2. General Aggregate Limit for all Enrolled Parties $4,000,000 Products & Completed Operations Aggregate for all Enrolled Parties $4,000,000

1.1.4.4.3. Ten (10) Years Products & Completed Operations Extension

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

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

1.1.4.5.1. Combined Single Limit $200,000,000

1.1.4.5.2. General Annual Aggregate for all Enrolled Parties $200,000,000

1.1.4.5.3. Products & Completed Operations Aggregate for all Enrolled Parties $200,000,000

1.1.4.5.4. Ten (10) Years Products & Completed Operations Extension

1.1.4.6. COUNTY shall obtain and maintain Builder’s Risk insurance for the Project, if applicable, providing coverage for all risks of direct physical loss or damage including flood, earthquake, and named windstorm, as more fully described in the original policy wording. CONTRACTOR, and all subcontractors of every tier performing a portion of the Work on the Project shall be additional insured under the Builder’s Risk insurance, as their respective interests appear. The Builder’s Risk insurance will provide for property in the course of construction, including offsite storage, transit, buildings, structures, fixtures, materials, foundations, machinery and equipment, cold testing, and damage to existing property business interruption at the Ft. Lauderdale Hollywood International Airport and Port Everglades, all as more fully described in the original policy wording. The Builder’s Risk insurance will provide minimum limits of liability of $50,000,000 for physical damage and loss per project, subject to additional sub-limits as set forth in the original policy wording. CONTRACTOR shall be responsible for all deductibles under the Builder’s Risk insurance up to $25,000 per occurrence.
1.1.4.7. **Contractor's Pollution Liability ("CPL") insurance**, providing coverage for claims for bodily injury, property damage, clean-up costs, and related legal defense expense for pollution conditions that result from, or are disrupted by, the services rendered in performance of the contract by or on behalf of CONTRACTOR or any Subcontractor. Coverage will include, clean-up costs, extensions for transportation and disposal, will include full severability of interests, and will not be restricted by any time element limitations, mold, asbestos, or lead based paint exclusions. Coverage will apply to pollution conditions on, at, under, or migrating from the Project site. The CPL insurance shall have the following limits:

- **1.1.4.7.1.** Each Loss $200,000,000
- **1.1.4.7.2.** Aggregate $200,000,000
- **1.1.4.7.3.** CONTRACTOR shall be responsible for all deductibles under the Contractor's Pollution Liability ("CPL") insurance, up to $50,000.

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

1.1.6 CONTRACTOR'S OCIP Obligations. CONTRACTOR shall:

- **1.1.6.1.** Incorporate the terms of Section 1.1 of this Contract, concerning the OCIP, into all subcontract agreements.

- **1.1.6.2.** Enroll in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the OCIP for the duration of the Contract, and assure that each of CONTRACTOR'S eligible Subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5)
days of subcontracting and prior to the commencement of Work at the Project site.

1.1.6.3. Comply with all of the administrative, safety, insurance, and other requirements outlined in this Section, the Insurance Manual, the OCIP Safety and Loss Prevention Manual which is available at: http://www.broward.org/Purchasing/Documents/ocipsafety_manual.pdf, the OCIP insurance policies, or elsewhere in the Contract Documents.

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

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

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

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

1.1.6.8. Provide, within five (5) days of COUNTY’S or the OCIP Administrator’s request, all documents or information requested of CONTRACTOR or its Subcontractors relating to eligibility for, enrollment in, or administration of the OCIP. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, including auditable records of the calculation of the bid or Contract Price or any subcontract amount, pricing for each cost included in the bid or Contract Price or any subcontract amount, or such other data or information as COUNTY, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify that the Costs of OCIP Coverages were not included in the Contract Price or any subcontract amount, or as required by the Insurance Manual. All such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.

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

1.1.6.10. Pay to COUNTY a sum of up to $5,000 for each occurrence under the OCIP’s Commercial General Liability Policy, including court costs, attorney’s fees and costs of defense for bodily injury or property damage to the extent losses are attributable to CONTRACTOR’S Work, acts, or omissions, the Work, acts, or omissions of any of CONTRACTOR’S Subcontractors, or the Work, acts or omissions of any other entity or party for whom CONTRACTOR or its Subcontractor may be responsible (“General Liability Obligation”).
1.2. Additional Insurance Required From Enrolled Parties and Excluded Parties. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverages specified in this Section in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section, except the Workers’ Compensation policy, shall name COUNTY, CONSULTANT, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as COUNTY may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance coverage to COUNTY or the OCIP Administrator as required by the Insurance Manual. Enrolled Parties are to provide evidence of Worker’s Compensation, Employer’s Liability, General Liability, and Excess Liability insurance, as set out below, for off-site activities, and evidence of Automobile Liability insurance for all activities, both on-site and off-site. Excluded Parties must provide evidence of all insurance set out below for both on-site and off-site activities.

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

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

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

<table>
<thead>
<tr>
<th>Enrolled Parties/Excluded Parties</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000/$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000/$2,000,000</td>
</tr>
<tr>
<td>Ten (10) Years Products/Completed Operations Extension</td>
<td></td>
</tr>
</tbody>
</table>

1.2.4. If required by COUNTY, Aviation and/or Watercraft Liability Insurance, in form and with limits of liability and from an insurer reasonably satisfactory to the COUNTY.
1.2.5. Contractor's Pollution Liability insurance for Excluded Parties, with the following limits:

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit per Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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

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

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

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

1.2.7. For all policies provided under this Section, 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.

1.2.8. For all policies provided under this Section, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction.

1.2.9. CONTRACTOR shall furnish to the COUNTY, or the OCIP Administrator, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract, in the form attached hereto as Form 004540 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 a standard Accord form 25-S. The failure to provide the Certificate of
Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

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

1.3. COUNTY and CONSULTANT are to be expressly included as an 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.

1.4. CONTRACTOR'S failure to procure or maintain the insurance required by this section and to ensure that all of its Subcontractors of every tier maintain the required insurance during the entire term of their respective contracts shall constitute a material breach of this Contract pursuant to which COUNTY may immediately suspend or terminate this Contract, or, at its discretion, procure or renew such insurance to protect COUNTY'S interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from CONTRACTOR.

1.5. Additional Insurance Provisions.

1.5.1. Representations and Warranties. CONTRACTOR represents and warrants to COUNTY, and shall require its Subcontractors of every tier represent and warrant to COUNTY that:

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

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

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

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

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

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

1.5.3. Withholding Payments. COUNTY may withhold from any payment owed or owing to CONTRACTOR or its Subcontractors of any tier the Costs of OCIP Coverages if they are included in a request for payment. In the event a COUNTY audit of CONTRACTOR’S records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by CONTRACTOR to COUNTY, or to the OCIP Administrator, or reveals the inclusion of the Cost of OCIP Coverages in any payment for the Work, COUNTY shall have the right to full deduction from the Contract Price of all such Costs of OCIP Coverages and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and
1.5.4. Waiver of Subrogation. Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against COUNTY, the OCIP Administrator, their officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of COUNTY in connection with the planning, development and construction of the Project. COUNTY also requires that all CONTRACTOR maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against CONTRACTOR, COUNTY, the OCIP Administrator, and their officers, agents, or employees. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

1.5.5. Duty of Care. Nothing contained in this Section, or the Insurance Manual shall relieve the CONTRACTOR or any of its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract Documents.

1.5.6. Conflicts. In the event of a conflict, the provisions of the OCIP insurance policies shall govern, then the provisions of the Contract and its other related Contact Documents, then the provisions of the Insurance Manual.
SECTION 002204: PUBLIC BID DISCLOSURE ACT

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

(Capital Improvement Division/Aviation Department) will pay for all permits and fees required by the Broward County.

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

SECTION 002205: WAGE REQUIREMENTS

Broward County Ordinance No. 83-72 providing for payment of prevailing wage rates and fringe benefits is applicable to this Project and must be complied with if this bid is Two Hundred Fifty Thousand Dollars ($250,000.00) or more. Refer to Section 002205-1 for wage rate tables.
SECTION 002205-1: WAGE RATE TABLES

General Decision Number: FL120009 07/06/2012 FL9
Superseded General Decision Number: FL20100108
State: Florida
Construction Type: Building
County: Broward County in Florida.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>01/06/2012</td>
</tr>
<tr>
<td>1</td>
<td>01/20/2012</td>
</tr>
<tr>
<td>2</td>
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<td>4</td>
<td>05/11/2012</td>
</tr>
<tr>
<td>5</td>
<td>07/06/2012</td>
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</table>

CARP0079-001 04/01/2009

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$22.20</td>
<td>6.67</td>
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ELEC0728-008 09/01/2011

ELECTRICIAN
Excluding HVAC Temperature

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>$28.46</td>
<td>8.56</td>
</tr>
</tbody>
</table>

ELEV0071-001 01/01/2012

ELEVATOR MECHANIC

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.84</td>
<td>23.535+a</td>
</tr>
</tbody>
</table>

FOOTNOTE:
A: Employer contributes 8% basic hourly rate for 5 years or
more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year’s Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day, plus the Friday after Thanksgiving.

<table>
<thead>
<tr>
<th>OPERATOR: Backhoe................</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Concrete Pump, Truck Mounted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>With Boom Attachments When Manned With One Operator....</td>
<td>$28.30</td>
<td>8.78</td>
</tr>
<tr>
<td>With Boom Attachments With Two Operators.............</td>
<td>$25.05</td>
<td>8.78</td>
</tr>
</tbody>
</table>
| OPERATOR: Crane All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is
rigged for work); Gantry &
Overhead Cranes; Hydro
Cranes Over 25 Tons but
not more than 50 Tons
(Without
Oiler/Apprentice);
Hydro/Friction Cranes
without Oiler/Apprentices
when Approved by Union; &
All Type of Flying Cranes;

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 28.30</td>
<td>8.78</td>
</tr>
<tr>
<td>Boom Truck</td>
<td></td>
</tr>
</tbody>
</table>

Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydro
Cranes 25 Tons & Under, &
Over 50 Tons (With
Oiler/Apprentice); Boom

<table>
<thead>
<tr>
<th>Truck</th>
<th>$ 27.57</th>
<th>8.78</th>
</tr>
</thead>
</table>

OPERATOR: Loader $ 24.89 8.78
OPERATOR: Mechanic $ 27.57 8.78
OPERATOR: Oiler $ 22.24 8.78

IRON0272-003 10/01/2011

IRONWORKER, ORNAMENTAL.
REINFORCING AND STRUCTURAL $ 23.94 5.93

PAINT0365-001 08/01/2010
PAINTER: Brush, Steel and
Spray (Excludes Drywall Finishing/Taping) $16.00 6.20
PLUM0719-001 09/01/2010
PLUMBER, Excludes HVAC Pipe Installation $26.00 11.44+A
FOOTNOTE:
A- 6 paid holidays New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

* SFFL0821-001 07/01/2012
SPRINKLER FITTER (Fire Sprinklers) $27.93 16.44
SHEE0032-009 01/01/2009
SHEET METAL WORKER, Includes HVAC Duct Installation $24.42 11.36
SUFL2009-005 05/22/2009
BRICKLAYER $18.93 0.00
CARPENTER, Includes Acoustical Ceiling Installation, Cabinet Installation, and Drywall Hanging (Excludes Form Work) $16.84 1.37
CEMENT MASON/CONCRETE FINISHER... $14.00 0.00
ELECTRICAL INSTALLER
<table>
<thead>
<tr>
<th>Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC/Temperature Control Installation</td>
<td>$20.41</td>
<td>4.64</td>
</tr>
<tr>
<td>FENCE ERECTOR</td>
<td>$10.00</td>
<td>0.00</td>
</tr>
<tr>
<td>FLOOR LAYER: Carpet</td>
<td>$19.00</td>
<td>2.10</td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$17.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (HVAC Pipe Installation)</td>
<td>$20.34</td>
<td>2.89</td>
</tr>
<tr>
<td>HVAC MECHANIC (HVAC System Installation Only)</td>
<td>$17.91</td>
<td>2.64</td>
</tr>
<tr>
<td>INSTALLER - OVERHEAD DOOR</td>
<td>$13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Raker</td>
<td>$10.40</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Shoveler</td>
<td>$ 7.88</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$12.36</td>
<td>2.42</td>
</tr>
<tr>
<td>LABORER: Concrete Saw (Hand Held/Walk Behind)</td>
<td>$12.63</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$10.75</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$12.83</td>
<td>1.90</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$14.30</td>
<td>1.24</td>
</tr>
<tr>
<td>LABORER: Roof Tearoff</td>
<td>$ 8.44</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape and Irrigation</td>
<td>$11.96</td>
<td>0.63</td>
</tr>
<tr>
<td>MECHANICAL INSULATOR, Including Duct and Pipe</td>
<td>$14.25</td>
<td>2.16</td>
</tr>
<tr>
<td>OPERATOR: Asphalt Spreader</td>
<td>$11.41</td>
<td>0.00</td>
</tr>
<tr>
<td>Rate</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>$16.21</td>
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<td>$14.45</td>
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<tr>
<td>$10.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

4-10-2012
TRUCK DRIVER: Lowboy Truck......  $ 13.78  0.00
TRUCK DRIVER: 3 Axle Truck......  $ 10.50  0.80

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

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

SECTION 003100: AVAILABLE PROJECT INFORMATION (if applicable)

Fill in as applicable – additional information that is not covered by the specification documents, or add references to specification document of particular items (ex. asbestos reports, permit applications, etc.).

003113 Preliminary Schedules - Not applicable to this solicitation.

003116 Project Budget Information - Not applicable to this solicitation.

003119 Existing Condition Information - Not applicable to this solicitation.

003121 Survey Information - Not applicable to this solicitation.

003124 Environmental Assessment Information - Not applicable to this solicitation.

003125 Existing Material Information - Not applicable to this solicitation.

003126 Existing Hazardous Material Information – Not applicable to this solicitation.

003131 Geophysical Information – Not applicable to this solicitation.

003132 Geotechnical Data – Not applicable to this solicitation.

003143 Permit Applications – Not applicable to this solicitation.

003146 Permits – Not applicable to this solicitation.
FORM 004113-1: BID TENDER

Print Name of Bidder: 

Date Submitted: 

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

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

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

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

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

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

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

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

Attached is [check section that applies] a Bid Bond( ), Cash( ), Money Order( ), Unconditional Letter of Credit( ), Treasurer’s Check( ), Bank Draft( ), Cashier’s Check( ), or Certified Check ( ), No. _______________ Bank of ____________________________ for the sum of ____________________________ Dollars ($____________). 

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

Name of Bidder: ____________________________________________________________

City/State/Zip: _____________________________________________________________

Telephone/Fax No.: _________________________________________________________

Email Address: _____________________________________________________________

Federal I.D. No.: ___________________________ Dun and Bradstreet No.: ________________
(if applicable)

If a partnership, names and addresses of partners:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Bid No. Z1056116C1

(Sign below if not incorporated)

WITNESSES: ________________________________

______________________________

______________________________

(Signature)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: ________________________________

______________________________

Secretary

______________________________

(Signature and Title)

(CORPORATE SEAL)

______________________________

(Type or Print Name Signed Above)

Incorporated under the laws of the State of ________________
FORM 004113-2: SCHEDULE OF PRICES BID

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

Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning:

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

G100-1 1LS
Performance and Payment
Guaranty and Auto Insurance
Price per Lump Sum

G100-2 1LS
Mobilization
Price per Lump Sum

G100-3 1LS
Excess Mobilization and Bonds
Price per Lump Sum

G100-4 1LS
Terminal 2, 3 and 4 Pedestrian Bridges
Phase 1 – Demolition and Cleaning
Per contract specifications and drawings
Price per Lump Sum

G100-5 1LS
Allowance for Emergency Steel Repairs for the
4 pedestrian bridges per
Specification Section 01020

G100-6 1LS
Allowance for Terminal Vestibule Repairs for the
4 pedestrian bridges per
Specification Section 01020

Grand Total Bid Amount G100-1 thru G100-6

Trench Safety Act does not apply to this bid solicitation.
The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Item(s) G100-1 and G100-2) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items G100-1 and G100-2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items G100-1 and G100-2 will be moved into Pay Item G100-3; however, the total bid amount will not change.

Overage placed in Pay Item G100-3 will be paid in accordance with the Table located in Technical Specifications, if applicable. Include allowable percentage with your monthly pay request.

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

Print Name of Bidder: ________________________________
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR VENDOR TO BE DEEMED RESPONSIVE

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County’s Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County’s Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exemption(s) applies: (Please check only one below).

☐ The vendor’s price bid for the initial contract term is $100,000 or less.

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees’ spouses.

☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, _____________________________ of _____________________________ and _____________________________ hereby attest that I have the authority to sign
this notarized certification and certify that the above-referenced information is true, complete and correct.

______________________________
Signature

______________________________
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of __________________, 20___

STATE OF ____________________________ COUNTY OF ____________________________

Notary Public (Print, type or stamp commissioned name of Notary Public)

My commission expires: ________________ (SEAL)

Personally Known ___ or Produced Identification ___ Type of Identification Produced: ________________
FORM 004313: UNCONDITIONAL LETTER OF CREDIT

Date of Issue: _______________________
Issuing Bank’s No.: _______________________

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

Applicant:

Amount: _______________________
in United States Funds

Expiry: _______________________
(Date): _______________________

Bid/Contract Number: _______________________

We hereby authorize you to draw on _______________________
(Bank, Issuer name)
at _______________________
(Branch address)
of _______________________
(Contractor, Applicant, Customer)
up to an aggregate amount, in United States Funds, of _______________________
available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or the Administrator’s authorized representative, that the drawing is due to default in performance of obligations on the part of _______________________
(Contractor, Applicant, Customer) agreed upon by and between Broward County and _______________________
(Contractor, Applicant, Customer) pursuant to the Bid/Contract No. ________ for _______________________
(Name of Project)

Drafts must be drawn and negotiated not later than _______________________.
(Expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _______________________
derived _______________________."

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

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

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the ____________________________ (Contractor, Applicant, Customer) shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

____________________________________

Authorized Signature
**FORM 004339-1: LETTER OF INTENT**

**BROWARD COUNTY FLORIDA OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each CBE firm)

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

**Bidder/Offeror Name:** __________________________________ ________________

Address __________________________________________ City __________ State ___ Zip _____

Authorized Representative __________________________________________ Phone ______________

**CBE Subcontractor/Supplier Name:** __________________________________ ________________

Address __________________________________________ City __________ State ___ Zip _____

Authorized Representative __________________________________________ Phone ______________

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

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

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

D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

**Work to be performed by CBE Firm**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount¹</th>
<th>CBE Percentage of Total Project Value</th>
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**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Subcontractor/Supplier Authorized Representative**

(Signature) ________________ (Title) ________________ (Date) ________________

**Bidder/Offeror Authorized Representative**

(Signature) ________________ (Title) ________________ (Date) ________________

¹ Visit [http://www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/) to search. Match type of work with NAICS code as closely as possible.

¹ To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

CBE Letter of Intent July 2012
### SOLICITATION NUMBER: PROJECT TITLE:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR NAME:</th>
<th>ADDRESS:</th>
<th>PHONE:</th>
<th>FAX:</th>
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<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>ADDRESS and PHONE NUMBER</th>
<th>SERVICES WORK TO BE PERFORMED</th>
<th>CBE? (Y/N)</th>
<th>SUB-CONTRACT AMT (% OF TOTAL BASE BID)</th>
<th>SUB-CONTRACT AMT ($)</th>
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TOTAL BASE BID\(^2\) $ 
TOTAL PROPOSED CBE SUBCONTRACTS\(^2\) $ 
BIDDER'S PROPOSED CBE PARTICIPATION\(^3\) % 

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and or supply materials and or equipment for this project. I have included a properly executed letter of intent for each CBE firm mentioned in this schedule with our response.

Name and Title of Authorized Representative

Signature

Date

---

\(^1\) Form to be completed and signed by the bidder/offeree. Use additional sheets if necessary.

\(^2\) To be provided only when the solicitation requires that the bidder/offeree include the dollar amount in its bid.

\(^3\) Total proposed CBE participation (%), divided by bidder's total base bid, less any exclusions specifically mentioned in the solicitation, or total of all CBE Participation (%), if dollar amount is not required.

Schedule of CBE Subcontractor Participation_July2012
PRIME CONTRACTOR

ADDRESS

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the County Business Enterprise Act of 2009 (CBE Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.4(g) of the CBE Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.4(g) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the CBE Program Administrator, Office of Economic and Small Business Development Director, and is not subject to appeal.

SIGNATURE: ____________________________________

PRINT NAME / TITLE: ________________________________

DATE: ____________________________________

4-10-2012
FORM 004513: BIDDER QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
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1.1. What business are you in?

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

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

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

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

<table>
<thead>
<tr>
<th>Organization/Company</th>
<th>Project Name</th>
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</table>

<table>
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<tr>
<th>Contact Name</th>
<th>Address</th>
<th>Phone No.</th>
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<table>
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<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
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</table>

Scope of Project:

<table>
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<tr>
<th>Organization/Company</th>
<th>Project Name</th>
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<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
</tr>
</thead>
</table>

Scope of Project:

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

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

(Continue list on insert sheet, if necessary.)

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

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

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

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

PRINT NAME OF BIDDER: ___________________________
10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.


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

11.1 The correct name of the Respondent is:


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


11.3 The address of principal place of business is:


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


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


PRINT NAME OF BIDDER: ________________________________

4-10-2012 Page 67 of 109
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

12.2 Under what conditions does the Respondent request Change Orders.

________________________________________________________________________

________________________________________________________________________

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

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

Notwithstanding the descriptions listed in paragraphs 13.1-1.35 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as Form 004513-1: Litigation History.

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

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

PRINT NAME OF BIDDER: __________________________________________
## FORM 004513-1: LITIGATION HISTORY

<table>
<thead>
<tr>
<th>Party</th>
<th>Vendor is Plaintiff ☐  Vendor is Defendant ☐</th>
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<tbody>
<tr>
<td>Case Name</td>
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<td>Case Number</td>
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<td>Date Filed</td>
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<tr>
<td>Name of Court or other tribunal</td>
<td></td>
</tr>
</tbody>
</table>

### Type of Case

- Civil ☐
- Administrative/Regulatory ☐
- Criminal ☐
- Bankruptcy ☐

### Claim or Cause of Action and Brief description of each Count

### Brief description of the Subject Matter and Project Involved

### Disposition of Case

- Pending ☐
- Settled ☐
- Dismissed ☐

(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)

- Judgment Vendor's Favor ☐
- Judgment Against Vendor ☐
- If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐

### Opposing Counsel

- Name: ____________________________
- Email: __________________________
- Phone number: ____________________

---

**NAME OF BIDDER:** ____________________________

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4-10-2012 Page 70 of 109
**FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE**

Insurance Request for Terminal 2, 3 & 4 Pedestrian Bridges Phase 1: "Demolition and Cleaning"

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[ ] Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>[ ] Premises-Operations</td>
<td></td>
</tr>
<tr>
<td>[ ] Explosion &amp; Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Underground Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[ ] Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>[ ] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[ ] Personal Injury</td>
<td></td>
</tr>
<tr>
<td><strong>AUTO LIABILITY</strong></td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[ ] Comprehensive Form</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[ ] Owned</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[ ] Hired</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Non-owned</td>
<td></td>
</tr>
<tr>
<td>[ ] Any Auto if applicable</td>
<td>$100K Non airside</td>
</tr>
<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>[ ] Other than Umbrella Form</td>
<td></td>
</tr>
<tr>
<td><strong>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE 1)</strong></td>
<td>Covered by County's OCIP Program for On-site activities only</td>
</tr>
<tr>
<td>[ ] STATUTORY</td>
<td></td>
</tr>
<tr>
<td><strong>POLLUTION LIABILITY</strong></td>
<td>If applicable, Covered by County's OCIP Program</td>
</tr>
<tr>
<td>[ ] PROPERTY COVERAGE or BUILDERS RISK OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than $50k – installation floater may be required for replacement of materials, equipment and installation. All risk, agreed value.</td>
<td>Max. Ded. 10K all perils except wind or flood</td>
</tr>
<tr>
<td></td>
<td>CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE wind peril not to exceed 5% of project value.</td>
</tr>
</tbody>
</table>

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

Description of Operations/Locations/Equipment: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RFI, RFP, and project manager.

NOTE 1: If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act & Jones Act.

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

Name & Address of Certificate Holder:
Broward County
2200 Southwest 45th Street, Suite 101
Dania Beach, FL 33312
RE: (A. Cuevas, BCAD)
FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this ____ day of ____________,
20__, by ____________________________ (name of person whose signature is being
notarized) as ____________________________ (title) of
______________________________ (name of corporation/company),
known to me to be the person described herein, or who produced ____________________ as
identification, and who did/did not take an oath.

NOTARY PUBLIC:

________________________________
(Signature)

________________________________ My commission expires: ____________
(Print Name)

State of ________________ at Large (SEAL)
FORM 004546-2: NON-COLLUSION CERTIFICATE

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

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

NAME

______________________________   _______________________________

______________________________   _______________________________

______________________________   _______________________________

RELATIONSHIPS

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

STATE OF FLORIDA )

COUNTY OF BROWARD) ) SS.

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

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

(NOTARY SEAL) ________________________

(Signature of person taking acknowledgment)

____________________________________

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

____________________________________

(TITLE or rank)

____________________________________

(Serial number, if any)
FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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

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

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

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

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

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
FORM 004546-4: LOBBYIST REGISTRATION

This certification form should be completed and submitted with your bid but must be completed and submitted prior to award.

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

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

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

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

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

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

STATE OF _____________ (Vendor Signature)

COUNTY OF _____________ (Print Vendor Name)

The foregoing instrument was acknowledged before me this _____ day of _____________, 20___, by

__________________________________________ as __________________________________ of

(Name of person who's signature is being notarized) (Title)

__________________________________________ known to me to be the person described herein, or

(Name of Corporation/Company)

who produced ______________________ as identification, and who did/did not take an oath.

(Type of Identification)

NOTARY PUBLIC:

__________________________________________ My commission expires: ____________

(Signature)

__________________________________________

(Print Name)

4-10-2012
FORM 004546-5: SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

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

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

________________________________________
(Authorized Signature)

________________________________________
(Print Name and Title)

________________________________________
(Name of Firm)

STATE OF __________________________
COUNTY OF ______________________

The foregoing instrument was acknowledged before me this _____day of _____________ 20__,

by __________________________________________
(Name of person who's signature is being notarized)

________________________________________
(Title) ____________________________________
(Name of Corporation/Company)

known to me to be the person described herein, or who produced __________________________
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

________________________________________
(Signature) __________________________________
(Print name) My commission expires: ___________________
FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION
Not applicable to this solicitation.

(The remainder of this page is intentionally left blank.)
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION
(if applicable)

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

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual;

2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers' compensation and employer's liability insurance, commercial general liability insurance, excess liability insurance, builder's risk insurance, U.S. Longshoremen & Harbor Workers' act, Jones Act and contractor's pollution liability insurance;

3. The vendor has removed from its' bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor's costs to provide the insurance coverages provided under the OCIP.

4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers' compensation, and employer's liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements;

5. The vendor acknowledges and understands that COUNTY, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor's own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

6. The vendor acknowledges and agrees that COUNTY, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither COUNTY, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION
(if applicable) (continued)

VENDOR

By: __________________________ 

(Signature)

__________________________

(Print/Type Name and Title)

STATE OF ____________ __

COUNTY OF ____________ __

The foregoing instrument was acknowledged before me this ___ day of ____________

20__, by ________________________________________ (Name of person who's
signature is being notarized) as ______________________ (Title) of

________________________ (Name of Corporation/Company) known to me to
be the person described herein, or who produced _________________________ __

(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

__________________________

(Signature)

__________________________ My commission expires: _________

(Print Name)
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION

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

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

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

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

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

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

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

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

(6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the COUNTY within seven days of COUNTY's request.
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION (continued)

(Contractor’s Signature)

(Print Vendor Name)

STATE OF ___________ __
COUNTY OF ______ _ 
The foregoing instrument was acknowledged before me this __day of ____________, 20__,
by _______________________________________________________ _
(Name of person who’s signature is being notarized)
as ________________ of _____

~--~~~-~--

(Title) (Name of Corporation/Company)
known to me to be the person described herein, or who produced ____________
(Type of Identification)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: ____________________________
FORM 004546-8: RECYCLED CONTENT INFORMATION

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

RECYCLED CONTENT INFORMATION:

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

   PRODUCT DESCRIPTION: ________________________________________
                          ________________________________________

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

   SPECIFY: ______________________________________________________

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

   SPECIFY: ______________________________________________________

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.
SECTIONS 005200 THROUGH 007300: CONTRACT SECTIONS OF CONSTRUCTION CONTRACT DOCUMENTS

The Contract Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable - 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) are issued as a separate document titled

**Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning**
PROJECT FORM 007500-1: PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

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

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

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

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

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

Signed and sealed this _____ day of ___________________, 20____.
ATTEST:

______________________________
Secreatary
(CORPORATE SEAL)

(Name of Corporation)

By____________________________
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

______________________________

INSURANCE COMPANY:

By____________________________
Agent and Attorney-in-Fact

Address: ________________________
(Street)

______________________________
(City/State/Zip Code)

Telephone No.: __________________
PROJECT FORM 007500-2: PAYMENT BOND

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

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and

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

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.

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

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

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

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

Signed and sealed this _____ day of ______________________, 20____.
PROJECT FORM 007500-2: PAYMENT BOND (continued)

ATTEST:

________________________________________

Secretary

(CORPORATE SEAL)

( Name of Corporation)

By____________________________________

(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

____________________________________

INSURANCE COMPANY:

By____________________________________

Agent and Attorney-in-Fact

Address: ________________________________

(Street)

(City/State/Zip Code)

Telephone No.: ________________________

4-10-2012
PROJECT FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ____________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that __________________, who signed the Bond(s) on behalf of the Principal, was then __________ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

___________________________ (Seal) as Secretary of

__________________________________________(Name of Corporation)

(SEAL)

STATE OF FLORIDA )

) SS.

COUNTY OF BROWARD )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this ____ day of ________________, 20__.

My commission expires: ___________________________

Notary Public, State of Florida at Large

Bonded by ___________________________

4-10-2012
TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER: ____________________________

BIDDER: __________________________________________

Name: __________________________________________

Address: _________________________________________

City/State Zip

Phone: ____________________________

AMOUNT OF BOND: ____________________________

SURETY BOND COMPANY:

Name: __________________________________________

Address: _________________________________________

City/State Zip

Phone: ____________________________

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

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

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

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

(Date Signed) Agent and Attorney-in-Fact

4-10-2012 Page 92 of 109
AFFIDAVIT

STATE OF FLORIDA )
                     ) SS.
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by ______________________________, Agent and Attorney-in-Fact of __________________________, who, is personally known to me or who has produced ______________________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of ____________, 20__.

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

________________________

4-10-2012
PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT
(PROGRAM PERFORMANCE AND PAYMENT GUARANTRY) FORM

Date of Issue ____________________
Issuing Bank's No. ____________________

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

Applicant:

Amount: ____________________ in United States Funds

Expiry:
(Date)

Bid/Contract Number ____________________

We hereby authorize you to draw on ____________________
(Bank, Issuer name)
at ____________________ by order
(branch address)
of and for the account of ____________________
(contractor, applicant, customer)
up to an aggregate amount, in United States Funds, of ____________________ available by your drafts at sight, accompanied by:

1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part ____________________ agreed upon by and
(Contractor, Applicant, Customer)
between Broward County and ____________________ pursuant to
(Contractor, Applicant, Customer)
the Bid/Contract No. ____________________ for ____________________
(Name of Project)
and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than ____________________
(expiration date)
PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY) FORM (continued)

Drafts must bear the clause: "Drawn under Letter of Credit No. _________________, of _________________________, dated _________________.

(Bank name)

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

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

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

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

(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

_____________________________________
Authorized Signature
MONTHLY (CBE) UTILIZATION REPORT

Report No __________

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
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<th>Period Ending</th>
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<th>Contact Person</th>
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<th>Fax# (  )</th>
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SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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Total Amount Paid to Subcontractors to Date: __________

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

Signature: ___________ Title: ___________ Date: ___________

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR
FINAL (CBE) UTILIZATION REPORT

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</table>

Total Amount Paid to Subcontractors to Date:

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

Signature: ___________________ Title: ___________________ Date: ___________________

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F
PROJECT FORM 007500-8: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. ____________________

Contract No. Z1056116C1

Project Title Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of the Contract.

Dated ______________, 20__

Contract

By__________________________

(Signature)

By__________________________

(Name and Title)

STATE OF )

SS.

COUNTY OF )

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

WITNESS my hand and official seal, this _____ day of __________, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: __________________

(Serial number, if any)
PROJECT FORM 007500-8: STATEMENT OF COMPLIANCE (DAVIS BACON ACT)

No. ______________________________

Contract No. Z1056116C1

Project Title Terminal 2, 3 and 4 Pedestrian Bridges –

Phase 1 – Demolition and Cleaning

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis Bacon Act and the applicable conditions of the Contract.

Dated ______________, 20___

______________________________
Contractor

By____________________________
(Signature)

By____________________________
(Name and Title)

STATE OF
COUNTY OF__________

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

WITNESS my hand and official seal, this ______ day of ____________, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: ____________

(Serial number, if any)

4-10-2012
PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. Z1056116C1

Project Title Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.

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

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

Dated ____________, 20__

__________________________
Contractor

By__________________________
(Signature)

By__________________________
(Name and Title)
STATE OF )

) SS.

COUNTY OF )

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

WITNESS my hand and official seal, this _____ day of ______________, 20__.

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: (Serial number, if any)
CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. Z1056116C1

Project (Name and Address): Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

To (COUNTY): ____________________

Consultant: _______________________________________________

Contractor: _______________________________________________

Notice to Proceed Date: ____________________

Consultant: _______________________________________________

Date of Issuance: ____________________

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is recommended as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION (continued)

A list of items to be completed or corrected, prepared by CONSULTANT and approved by COUNTY is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents.

CONSULTANT BY DATE

In accordance with Section 3.2 of the Contract, CONTRACTOR will complete or correct the work on the list of items attached hereto within ________________ from the above Date of Substantial Completion.

CONTRACTOR BY DATE

COUNTY, through the Contract Administrator, has determined the Work or portion thereof designated by COUNTY is substantially complete and will assume full possession thereof at ________________ (time) on ________________ (date).

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By Contract Administrator DATE

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:
CLOSEOUT FORM 007600-2: FINAL CERTIFICATE OF PAYMENT

Contract No. Z1056116C1

Project (Name and Address): Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning

To (COUNTY): __________________________________________

Consultant: ____________________________

Contractor: ____________________________

Notice to Proceed Date: ________________________________

Consultant: ____________________________

Date of Issuance: ______________________

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 3.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

CONSULTANT ____________________________ BY ____________________________ DATE ____________________________

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

____________________________ (date)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By Contract Administrator ____________________________ DATE ____________________________

4-10-2012 Page 104 of 109
CLOSEOUT FORM 007600-3: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. Z1056116C1

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

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

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

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

__________________________________________

Name

__________________________

Secretary

By_____________________________________

Title

__________________________

(CORPORATE SEAL)

Date: ____________________________

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_______________________________________

(NAME)

By_____________________________________

Date: ____________________________

4-10-2012 Page 105 of 109
CLOSEOUT FORM 007600-4: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: CONTRACTOR Name

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: Terminal 2, 3 and 4 Pedestrian Bridges – Phase 1 – Demolition and Cleaning, Contract Number

For tracking purposes, the attached list of non-certified subcontractors/sub-vendors have performed or provided services to the COUNTY for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the COUNTY’s participation goal established for this contract and whose participation was not listed on the prime vendor’s “Schedule of Participation” and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

The Prime Vendor certifies the following:

☐ There were no other non-certified subcontractors/sub-vendors who provided a service to the COUNTY for the referenced contract. All participants on the contract are listed on the attached list.

☐ There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me this ___ day of ____________, 2___.

By ____________________________ (Print Name) as ____________________________ (Title)
of ____________________________ (Prime Vendor), known to me to be the person described herein, or who produced __________________________________ as identification, and who did/did not take an oath.

Notary Public:

______________________________ (Signature)

______________________________ (Print Name)

(Seal)

Commission No: ______Expires: ___/___/___

State of __________________________ at Large
SECTION 009500: DRAWINGS INDEX

General
G-000   Cover Sheet, Location Map
G-001   Abbreviations, Material Symbols, Architectural Symbols, Site Map, General Notes
G-002   Typical Curbside MOT Plan, Details and Notes
G-003   Typical Vehicular MOT Plan and Notes

Architectural
A-010   Overall Staging Plan
A-101   Pedestrian Bridge Typical Architectural Demolition Plans

Electrical
E-101   Pedestrian Bridge Typical Walkway & Soffit Electrical Demolition Plans
SECTION 010000: GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS

Project Manual Table of Contents:

I. Introduction
II. Scope of Work
III. Technical Specifications
  01010 Summary of Work
  01012 Work by Owner
  01016 Coordination with Occupants
  01020 Allowances
  01027 Applications for Payment
  01030 Alternates
  01039 Coordination of Work
  01040 Project Coordination
  01045 Cutting and Patching
  01095 Reference Standards and Definitions
  01110 Airport Project Procedures
  01250 Request for Information, Supplemental Instructions and Field Orders
  01313 Construction Scheduling Management System
  01315 Progress Schedules
  01340 Submittal Procedures
  01370 Schedule of Values
  01390 Control of Work
  01400 Quality Control Services
  01500 Temporary Facilities
  01540 Construction Safety Plan and Security Requirements
  01561 Construction Cleaning
  01600 Material and Equipment
  01630 Substitutions and Product Options
  01700 Project Closeout
21225 Minor Demolition for Remodeling
06100 Rough Carpentry
07210 Building Insulation
07274 Self-Adhering Air Barrier
07900 Joint Sealers
08312 Access Panels and Doors
09900 Paints and Coatings

Appendix I: Lead-Based Paint Bulk Sample Analysis, BCAD – Terminals 2, 3, and 4
Ft. Lauderdale-Hollywood International Airport, March 10, 2011

Appendix II: Lead-Based Paint Bulk Sample Analysis, BCAD – Terminals 2, 3, and 4
Ft. Lauderdale-Hollywood International Airport, March 18, 2011

Appendix III: Updated Structural Evaluation, Terminal 2, 3, 4 Pedestrian Bridges,